

BEST AVAILABLE COPY

In the Supreme Court of the United States  
OCTOBER TERM, 1994

No. 94-947

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

TOWN AND COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD.

*ON WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE EIGHTH CIRCUIT*

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**CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES**

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**Board Case Nos. 18-CA-11035,  
18-CA-11044 and 18-CA-11080**

**In the Matter of: TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD.**

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<b>Date</b>	<b>Documents</b>
9/25/89	Initial Charge
11/16/89	Complaint
11/29/89	Answer
12/11-14/89	Hearing
9/18/90	Administrative Law Judge's Decision
12/16/92	Decision and Order of the NLRB
8/31/94	Decision of the Court of Appeals
8/31/94	Judgment of the Court of Appeals
11/23/94	Petition for Writ of Certiorari filed
1/23/95	Petition for Writ of Certiorari granted

BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION EIGHTEEN

In the Matter of:

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Case No. 18-CA-11035

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

CHARLES EVANS, AN INDIVIDUAL, CHARGING PARTY.

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Case No. 18-CA-11044

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 292, AFL-CIO, CHARGING PARTY.

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Case No. 18-CA-11080

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 343, AFL-CIO, CHARGING PARTY.

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Monday, December 11, 1989

[2] Room 471  
Federal Building  
110 South 4th Street  
Minneapolis, Minnesota

The above-entitled matter came duly on for hearing pursuant to notice, at 2:55 p.m.

BEFORE: THE HONORABLE JOEL A. HARMATZ  
Administrative Law Judge

APPEARANCES:

*On behalf of the General Counsel  
National Labor Relations Board:*

FLORENCE I. BRAMMER, ESQ.

Region Eighteen, National Labor Relations Board

Room 316 Federal Building

110 South 4th Street

Minneapolis, Minnesota 55401

*On behalf of the Respondent – Town & Country:*

JAMES K. PEASE, JR., ESQ.

Melli, Walker, Pease & Ruhly, S.C.

119 North Martin Luther King, Jr. Drive

P.O. Box 1664

Madison, Wisconsin 53701-1664

*On behalf of the Respondent – Ameristaff:*

GARTH R. SEEHAWER, ESQ.

5430 River Hills Road

Racine, Wisconsin 53402

*On behalf of the Charging Party:*

STEPHEN D. GORDON, ESQ.

Gordon, Miller & O'Brien

1208 Plymouth Building

12 South 6th Street

Minneapolis, Minnesota



[3]

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## PROCEEDINGS

2:55 p.m.

JUDGE HARMATZ: The hearing will be in order.

This is a proceeding before the National Labor Relations Board, Division of Judges, Washington, D.C., Joel A. Harmatz, Administrative Law Judge, presiding in the matter of Town & Country Electric, Inc., and Ameristaff Personnel Contractors, Ltd., and Charles Evans, an Individual, Case 18-CA-11035, consolidated with Town & Country Electric, Inc. and Ameristaff Personnel Contractors, Ltd. and International Brotherhood of Electrical Workers, Local 292, AFL-CIO, Case No. 18-CA-11044, consolidated with Town & Country Electric, Inc. and International Brotherhood of Electrical Workers, Local Union 343, Case No. 18-CA-11080.

I will now take the appearances on behalf of the parties. For the General Counsel?

MS. BRAMMER: Yes, Florence I. Brammer, NLRB Region 18, 110 South 4th Street, Federal Building, 316, Minneapolis, Minnesota 55401.

JUDGE HARMATZ: For the Charging Party?

MR. GORDON: For the Charging Party, IBEW Local 292 and IBEW Local 343, Stephen, S-T-E-P-H-E-N, D. Gordon, G-O-R-D-O-N, Gordon Miller and O'Brien, O-'B-R-I-E-N, 1208 Plymouth Building, Minneapolis 55402.

JUDGE HARMATZ: For the Respondent, Town & Country

[5] MR. PEASE: Attorney James K. Pease, Jr., the Law Firm of Melli, Walker, Pease and Ruhly, S.C., of Madison, Wisconsin, P.O. Box 1664. Zip Code 53701.

JUDGE HARMATZ: And for the Respondent, Ameristaff?

MR. SEEHAWER: Attorney Garth Seehawer, 5430 River Hills Road, Racine, Wisconsin 53402.

JUDGE HARMATZ: Ms. Brammer, the formal papers?

MS. BRAMMER: Yes. I offer into evidence the formal papers. They have been marked as General Counsel Exhibit 1(a) through 1(r), 1(r) being an Index and Description of the entire document, and it has been shown to all parties prior to this proceeding.

JUDGE HARMATZ: Okay. Other than the one thing you mentioned, is there any objection?

MR. PEASE: No, sir.

JUDGE HARMATZ: Okay. There being no objection, General Counsel's 1(a) through (r) inclusive is received.

(The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 1(a) through 1(r), was received into evidence.)

JUDGE HARMATZ: Okay. Ms. Brammer, further preliminaries?

[15] JUDGE HARMATZ: All right. The hearing will be in order.

Ms. Brammer?

MS. BRAMMER: Okay. I am ready to call my first witness.

MR. PEASE: You've got a bunch of witnesses that are sitting in there.

MS. BRAMMER: Okay. Roger, would you go wait on the third floor in the reception area? Thank you. We'll get you as soon as we can, and Don, you too, yes.

(Pause.)

JUDGE HARMATZ: Okay. The hearing will be in order.

MS. BRAMMER: Michael Priem.

JUDGE HARMATZ: Michael Priem.

Whereupon,

# MICHAEL PRIEM

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

## DIRECT EXAMINATION

BY MS. BRAMMER:

Q Who are you employed by?

A IBEW Local 292.

Q What is your position with them?

A Business representative.

Q How long have you held that?

A Seven plus years.

Q Are you a licensed electrician?

[16] A Yes, I am.

Q What sort of license do you hold?

A Class A Minnesota Journeyman's License.

Q And how long have you held that?

A Since 1975.

Q I'm going to ask you some questions about Local 292. Do you know when Local 292 was chartered?

A I believe it was 1902.

Q And is that affiliated with an international?

A Yes, it is, AFL-CIO, CLC and IBEW International Local.

Q How many bargaining units are represented by Local 292?

A I would say approximately sixty separate contracts.

Q Do you know approximately how many employees are encompassed by those contracts?

A Total membership in Local 292 I would estimate at approximately 3,700.

Q To what extent are employees involved in Local 292?

A The executive board, collective bargaining, all the way down, running the local. Everybody is involved.

Q Do you have a constitution and bylaws?

A Yes.

Q I'm showing you what has been marked as General Counsel Exhibit 2. Can you take a look at that and identify what that is?

(The witness was proffered the document.)

[17] A Ad for licensed journeyman electricians.

Q Have you seen this ad?

A Yes, I have.

Q And this was an advertisement in what publication?

A The *Star and Tribune* Sunday edition, September 3rd, 1989.

MS. BRAMMER: I would offer General Counsel Exhibit 2.

JUDGE HARMATZ: Any objection?

MR. PEASE: I have no idea what its materiality is. I object on materiality.

JUDGE HARMATZ: Well, if I use my imagination slightly I could grasp it. Overruled.

General Counsel's Exhibit is received.

(This document referred to, having been previously marked for identification as General Counsel's Exhibit No. 2, was received into evidence.)

BY MS. BRAMMER:

Q Did you have occasion to go to the Embassy Suites Motel in Bloomington, Minnesota, on September 7th, 1989?

A Yes.

Q Okay. For what purpose?

A In response to this advertisement in the *Star and Tribune*. It was an interview process for Ameristaff for—and Town & Country Electric for licensed journeyman [18] electricians.

Q Do you know—

JUDGE HARMATZ: Did you call the phone number?

THE WITNESS: No, I didn't call the phone number myself.

JUDGE HARMATZ: So you heard from somebody else—

THE WITNESS: Right.

JUDGE HARMATZ: —about this meeting at the—

THE WITNESS: Right.

JUDGE HARMATZ: Okay.

BY MS. BRAMMER:

Q How did you know that there was going to be a meeting concerning Ameristaff at the Embassy Suites on September 7th?

A Several of my members had called the number and discovered that the interview process was supposed to take place at 10 a.m. on the morning of September 7th at the Embassy Suites on 34th in Bloomington.

Q What time did you arrive there?

A I would estimate I arrived there at approximately 8:30 that morning.

Q Would you describe what happened beginning at the time you arrived there?

A Sure. I arrived there at approximately 8:30 in the morning and went to the front desk, and at that time I asked if there were representatives from either Town & Country or Ameristaff present at the hotel. And nobody really knew for [19] sure that either Ameristaff or Town & Country Electric was even going to be there at that time at



the front desk. So consequently I at that time went to the other Embassy Suites on the other end of town, on the other end of the Bloomington Strip, to check to see if Town & Country or Ameristaff had anything on schedule at the other one.

They didn't hear anything so I returned to the 34th Avenue at which time the gal behind the front desk said, "Yes, they had heard from Ameristaff and Town & Country. They would be an hour late. They got fogged in in Appleton, Wisconsin, and asked that we just remain at the hotel until they got there". At that time she had a list of names, maybe five or six names, on a little piece of paper just taped to her desk. So at that time we waited.

Q Okay. You say "we". Who was with you at that time?

A I arrived with Greg Shafranski, another business rep from Local 292.

Q And at that time it was just the two of you?

A Yeah, I believe we were probably the first two there.

Q Okay. Did other people arrive?

A Yeah, they—other people after 10 o'clock started arriving.

Q Who else arrived?

A Well, there was approximately thirteen other people that I knew.

[20] Q Can you name those?

A Ken Axt. Of course, Greg Shafranski was already listed. Don—Red Larson, Steve Claypatch, Roger Chartrand, Steve Leyendecker, David Hagen, Robert Ahlman, Bob Printy, Steve Shannon, Craig Jones.

Q Do you recall—

A There was a Weseman that had showed up. I don't recall his first name.

Q Do you recall whether Malcolm Hansen was there?

A Yes, Malcolm Hansen.

Q Do you recall whether Harley Barton was there?

A Harley Barton was there.

Q When did Steve Shannon arrive?

A I believe he arrived after the interview process or the—not the interview process, but the application process had taken place, and so he was—he arrived basically when a lot of the people were leaving so he was a little late.

Q At what point did the individuals who you had been told were fogged in arrive?

A Approximately 11 o'clock that morning.

Q And would you describe what happened when they arrived?

A We were all waiting in the downstairs lobby and the individuals from Town & Country and Ameristaff arrived. We were sitting on the various couches and chairs that were available. They came over and introduced themselves as Ron [21] Sager, Dennis Defferding and Steve Buelow from Ameristaff, and Ron Sager and Deffering or Defferding from Town & Country Electric. At that time they introduced themselves, who they were, who they represented, stated that they had two rooms rented up on the ninth floor. They were late. They apologized for being late, fogged in in Appleton, and stated, "Let's go upstairs and get started".

Q And did you go upstairs?

JUDGE HARMATZ: Can I interrupt at this point because there is something important that crossed my mind.

I don't believe that we have taken care of the pleadings on jurisdiction. When you listed the stipulation, I don't think—I'm just going back to my—our conference call. Wasn't jurisdiction denied? I never did see—

MS. BRAMMER: Yes, it was. In one of my motions to amend, paragraph 3(b), and Ameristaff also amended its answer to admit that.

JUDGE HARMATZ: I don't remember that was on the record.

MS. BRAMMER: I believe that was on the record at the time I made the other amendments. Were those on the record?

JUDGE HARMATZ: All the amendments were on the record. All the stipulation were on the record.

MS. BRAMMER: And that was—

JUDGE HARMATZ: I don't believe I had a specific request to amend the answer to admit the jurisdictional paragraphs of [22] the complaint as amended.

MR. SEEHAWER: I think at the point that that paragraph was amended, we stated that Ameristaff's answer would be amended to admit that paragraph as amended.

JUDGE HARMATZ: Okay. All right. I think that you did say something.

MR. SEEHAWER: Yes.

JUDGE HARMATZ: Do we have a denial on Town & Country?

MS. BRAMMER: No.

JUDGE HARMATZ: Okay. So Town & Country admitted the paragraph pertaining to it?

MR. PEASE: No. Well, there is one part that is inaccurate. We denied that, but the other part is accurate and in my opinion is sufficient to satisfy the Board's jurisdictional requirements. So we admitted jurisdiction.

(Pause.)

JUDGE HARMATZ: Okay. So you admit the info? Okay. All right, sorry.

Okay. Now we go upstairs. Could you tell us what happened upstairs?

THE WITNESS: We proceeded to ride the elevator upstairs. Rooms 904 and 905 were rented. We all went into I believe it was 904 where there were refreshments set up, tables, round tables were set up for the purpose of people sitting and filling out applications. Ron Sager at that time entered the [23] room and explained to us the benefits of Town & Country, what they had to offer as far as health care plans, 401(K) plans, zero deductible on the health care, if you get hurt at home or away from home you are still covered. Safety, shoes, eyeglasses. They provide company tools. The only thing that would be necessary would be the hand tools. Typical, you know, electrician's hand tools.

And when Ron had finished, at that time Steve Buelow from Ameristaff handed out applications and we proceeded to fill out the applications.

BY MS. BRAMMER:

Q Showing you what has been marked as General Counsel Exhibit 3, can you describe what that is?

(The witness was proffered the document.)

A These are the applications that we filled out in the room that day.

MS. BRAMMER: Offer General Counsel Exhibit 3.

JUDGE HARMATZ: Is that a blank copy?

MS. BRAMMER: Yes.

JUDGE HARMATZ: Is that blank?

MS. BRAMMER: Yes.

MR. PEASE: No objection.

JUDGE HARMATZ: General Counsel's 3 is received.

[24] (The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 3, was received into evidence.)

BY MS. BRAMMER:

Q Did you fill out the application?



A Yes.

Q Did the people whose names you recited earlier in your testimony fill out applications?

A The majority of them did. I believe some people that arrived late weren't given the opportunity to fill out applications.

Q Do you know who they were?

A Steve Shannon, I believe was one. I'm not positive as to whether or not Bob Printy. I believe Bob did fill out an application, but I think he was late getting there, and I'm not quite sure if, you know, who else had — was denied the opportunity to fill out an application.

Q Do you know if Roger Chartrand filled out an application there?

A I believe he did. I'm not sure whether Roger filled out an application or not.

JUDGE HARMATZ: Were you present when they were denied this opportunity?

[25] THE WITNESS: Yes, I was still there when some of the people came late.

JUDGE HARMATZ: Was there anything said either by Ameristaff or Town & Country as to why?

THE WITNESS: I wasn't in the room when they went into the room to get an application. The only thing that, you know, they responded to me —

MR. PEASE: Object. Hearsay.

JUDGE HARMATZ: Okay.

BY MS. BRAMMER:

Q After you filled out your application, what happened?

A The applications were gathered up by Steve Buelow and taken to the other room where the representatives from Town & Country had gone to set up for the actual interview process. We waited for a while. I believe Steve Buelow came back and got Gary Weseman for an inter-

view. Weseman went for the interview process and was gone. I didn't see him again. Approximately 15-20 minutes went by. Steve Buelow returned to the room, asked the question whether or not we were looking for all union work or nonunion work, and I stated, "Well, you know, we're going to do anything that you've got. We're here to apply for this project and we'll do anything you got."

At that time I believe Steve left. Can I back up just a little bit here? During the process of when everybody was filling out the applications, several questions, I believe, [26] were asked of Steve, you know, "How many people are we looking for, when are they going to start, when —", you know, questions like that. His response was they needed eight people immediately for this project.

The project, of course, from what was advertised in the paper was assumed that it would be a two year project, and so consequently the applications were gathered up. Then Steve returned and asked again, "Are you looking for all union work?" And we stated, "No, we'll do anything you got. You know, we are all licensed journeyman in this room, qualified, and we are here for applications and interview process for this project".

He left, came back approximately 10-15 minutes later, and at this time he had a list of names with him, and he read off the list of names. There were probably eight names, roughly, in that vicinity. Pat Stack was on that list. David Rasmeth was on that list. Bill Betsler was on that list of names.

Q Was anyone on that list in the room?

A No. No one was there that was on that list. And at that time Steve said, "Well, these are the people that had appointments and we don't know if we can interview the rest of you because you didn't have appointments." And at that time I stated, "Well, we can take the place of the people that have appointments. You were prepared at least to

interview eight people if you have a list of names for eight people, and we've [27] certainly got that many licensed journeymen here in the room."

At that time Steve left again and went back to the interview room, and returned again. At this time Ron Sager was with him, and Ron reiterated what Steve had said, "We are only going to interview people that had appointments and the rest of you people—we are asking everybody to leave if you don't have an appointment."

And I believe at that time Malcolm Hansen stated, "Look, I called the 414 number. I drove in from Buffalo 70 miles and I want my appointment. I came here for an interview. They told me to show up and I would like—I'm here for a job and I'm here for my interview, and I'm not going to leave until I get an interview."

Ron Sager stated at that time, "If you people refuse to leave, we'll call the local authorities and have you removed."

Q Was anything said about the customer during Ron Sager's remarks when he came into the room?

A Yes. They had stated to us that we can't hire signatory people as per our customer on this project.

Q And did Malcolm Hansen then get an interview?

A Yes. Malcolm was given an interview, at which time I told the rest of the people, "It doesn't look like anybody is going to get an interview with this company so there is no sense really sticking around, I guess", and at that time the rest of the people started to leave. I believe that is [28] approximately when Steve Shannon came in, you know, some time in that time frame.

Mick Hansen—Malcolm Hansen at that time went for an interview in Room 905. He was in there for approximately 15-20 minutes. I'm just judging. He came out, and I believe he went back in for a second interview. Greg

Shafranski and myself waited until that process was done and then we also left.

Q At any time during that process, did you ask what would happen to the applications that were completed?

A I asked Steve Buelow—

MR. PEASE: I am going to object. I don't know that she has exhausted his memory on these things.

JUDGE HARMATZ: That's preliminary. Overruled.

THE WITNESS: I asked Steve Buelow during the—when he came back with Ron Sager. He said, "You know, well, we've got both union work and nonunion work. We don't know when the union work is coming." And I asked Steve at that time, "Well, what are you going to do with our applications?" "Well, we are going to put those applications on file and we'll wait for the union work," and he didn't know where or when that union work was coming.

BY MS. BRAMMER:

Q To what extent did you observe that Steven Buelow from Ameristaff was involved in the interviewing process on [29] September 7th?

A None at all. He wasn't involved in the interview process to my knowledge at all. The only—the representatives from Town & Country were involved in the interview process.

Q Was anyone else from your observations interviewed that day other than this Mr. Weseman you referred to and Malcolm Hansen?

A To my knowledge Craig Jones, I guess, was given an interview, and I guess Craig told them that he had to leave early, he had to pick up his kids, and was given an interview and left right away. I didn't see Craig after that.

Q Are any of the twelve employees you named employed by Local 292?



A Not directly. Steve Claypatch is a member of the executive board and he is not a full time officer of the local executive board. It is basically a voluntary position. They get paid one hour a month per meeting, executive board meeting.

Q And how about Greg Shafranski, the man you said you came with?

A Greg Shafranski is a full time paid business representative.

JUDGE HARMATZ: One thing I do require that I should have told you in advance, I want these exhibits tabbed with these little tabs that you can get at any five and ten cent store, [30] that are gummed, they stick out about this far. I wish I—normally I carry them with me. Anything that is going to—no, no, I'm talking about index tabs. I want all the exhibits marked because I have too much trouble running through these documents that are all the same size due to our copying situation. If you don't know what I'm talking about, let me know and—

MS. BRAMMER: I do know. May I continue to offer them?

JUDGE HARMATZ: Yes.

MS. BRAMMER: And then I can take them back and have them here tomorrow.

JUDGE HARMATZ: Oh, yes. No problem.

MS. BRAMMER: Okay.

BY MS. BRAMMER:

Q Showing you what has been marked as General Counsel Exhibit 4, have you ever seen that?

(The witness was proffered the document.)

A Yes, I have.

Q What is it?

A It's another ad placed in the *Star and Tribune*, Monday, September 11th issue, for licensed journeyman elec-

tricians. The same telephone number as the previous ad placed in the *Tribune* on Sunday, September 3rd.

MS. BRAMMER: Offer General Counsel Exhibit 4.

JUDGE HARMATZ: No objection? Mr. Pease?

[31] MR. PEASE: No objection.

JUDGE HARMATZ: General Counsel's 4 is received.

(The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 4, was received into evidence.)

BY MS. BRAMMER:

Q You referred to the fact that all the applicants at the Embassy Suites on September 7th were licensed. Is that a license issued by the state?

A Yes.

Q Okay. Could you describe what the criteria are for licensure in Minnesota?

A Eight thousand hours of verifiable time acceptable to the State Board of Electricity and the passing of the Class A Journeyman Electrician's License test.

Q As business manager for Local 292, are you aware of Minnesota State Statutes that pertain to electrical work?

A Yes.

Q Okay. What is the significance of being licensed regarding those statutes?

A State law requires any electrical contractor doing work for another in this state must have a licensed electrician on the project. There must be a master licenseholder backing up [32] the licensed electrical contractor.

Q Showing you what has been marked as General Counsel Exhibits 5 and 6, and referring you to General Counsel Exhibit 5 first, can you take a look at that and identify what that is?

(The witness was proffered the documents.)

A This is a letter that I had typed up, signed and sent to Town & Country Electric, Appleton, Wisconsin.

Q And does that date of September 14th accurately reflect when you sent that?

MR. PEASE: I object. It appears on its face that it is a certified letter. I would submit that the best evidence would be the certified receipts, both of mailing and receipt.

MS. BRAMMER: I'll be glad to offer that. At this time I'll —

JUDGE HARMATZ: I'll overrule the objection. The letter suffices. The copy of the letter suffices.

MS. BRAMMER: I would offer General Counsel Exhibit 5.

JUDGE HARMATZ: Any objection other than that, Mr. Pease?

MR. PEASE: No, sir.

JUDGE HARMATZ: General Counsel's 5 is received.

[33] (The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 5, was received into evidence.)

MS. BRAMMER:

Q And looking at General Counsel's 6, is that a response to General Counsel Exhibit 5?

A Yes, it is.

Q Did you receive that?

A Yes, I did.

Q And attached to that are six pages. Did those come with that response?

A Yes.

MS. BRAMMER: Offer General Counsel Exhibit 6.

JUDGE HARMATZ: Any objection?

MR. PEASE: No.

JUDGE HARMATZ: General Counsel's 6 is received.

MR. PEASE: Is counsel going to —

JUDGE HARMATZ: Could I upset everybody here by renumbering General Counsel Exhibit 5 5(a), General Counsel's 6 5(b)? Let's have everything that pertains to multiple exhibits that pertain to the same subject matter under alphabetized subnumbers. Subletters.

MR. PEASE: Is counsel going to submit the mailing [34] receipts and return receipts?

MS. BRAMMER: I wasn't planning on it, no.

JUDGE HARMATZ: I don't think it is necessary. I'll take the witness' testimony.

MS. BRAMMER: No further questions.

JUDGE HARMATZ: 5(a) and 5(b), right.

(The documents referred to, having been previously marked for identification as General Counsel's Exhibit No. 5(a), formerly 5, and 5(b), were received into evidence.)

JUDGE HARMATZ: Off the record.

(Off the record.)

JUDGE HARMATZ: On the record.

MR. PEASE: Do you have any affidavits by Priem?

MS. BRAMMER: Yes, I do.

JUDGE HARMATZ: Off the record.

(Off the record.)

JUDGE HARMATZ: On the record.

Go ahead, Mr. Gordon.

MR. GORDON: Should I proceed, Your Honor?

JUDGE HARMATZ: Proceed.

[35]

# **CROSS-EXAMINATION**

BY MR. GORDON:

Q Mr. Priem, when the representatives from Ameristaff and Town & Country initially entered the building, the Embassy Suites, how would you describe their initial reaction toward seeing you and the group that was waiting?



A They were—they were ecstatic that we were there, that they had a group of people that were there.

Q And at that point in time in the lobby, was anything said or asked about having appointments to be interviewed?

A No.

Q Okay. And then I think you testified that the next thing that happened was that you went up in the elevator?

A Right.

Q And were you given applications or did you have to go in the room to get them?

A We went into the room. To I believe it was 904.

Q Now at the time you were given the applications, were you asked anything about having an appointment?

A No.

Q And after you—you then filled out the application?

A Right.

Q And gave it back in?

A Yes. Steve Buelow collected all the applications.

Q At the time he collected the applications, did he say [36] anything about or ask anything about individuals having appointments?

A No.

Q When is the first time that the subject of appointments is raised?

A I believe this was the second time that he re-entered the room. After gathering up the applications, leaving to go to Room 905 where the representatives from Town & Country had set up, he returned and then read off the list of names, and no one was there. Left and returned again. At that time is when he mentioned something about 'not going to interview unless you have appointments'.

Q Okay. And with respect to being available for work, were you available for work?

A Yes.

Q If you had been offered a job, would you have taken it?

A Yes.

Q As far as you know, is that true of the other individuals that were there?

A Yes.

MR. GORDON: That's all I have, Your Honor.

JUDGE HARMATZ: Okay. Now you are going to give the affidavit?

MS. BRAMMER: Yes. I have a four page—what is it, a Board affidavit, and then also an additional written statement

[43] BY MR. PEASE:

Q It's my understanding that as a business representative, you have—you are paid a salary. Is that correct?

A Correct.

Q Is that an elective office or is it a—

A It's an appointed office.

Q Have you continued in that office since the time that the incidents herein took place?

A Yes.

Q Isn't it true that in the event that you would have been hired, that you would have remained in your position as business representative during that time?

A Possibly.

Q Isn't it also true that there is a provision in the union's constitution and bylaws that prohibits members in essence from working for a nonunion employer unless they are authorized to do so?

A I believe you are correct.

Q And isn't it true that one of the reasons for which the local union will permit employees to work for a non-union employer is in order to organize that employer?

MR. GORDON: Objection. Objection, Your Honor. This line of questioning is not relevant to any germane is-

sue in this case. It doesn't make any difference whether the IBEW constitution permits or does not permit whether he was a full [44] time paid union representative or not. That is the well established Board precedent.

JUDGE HARMATZ: Well, it is not so well established. As a matter of fact, it is on relatively shaky footing at the moment for a number of reasons. First of all, we've got this adverse Supreme—I mean adverse court decision in *Zachry*, number one, and number two, we've got three new Board members coming aboard. So as far as I'm concerned, anything that would support a colorable argument is coming in in all my cases—in all my cases.

I can't understand why the Respondent in any of these cases shouldn't be able to establish a disability anyway.

MR. PEASE: I would ask that—if we could go off the record for a moment, please?

JUDGE HARMATZ: Off the record.

(Off the record.)

JUDGE HARMATZ: On the record.

MR. PEASE: I would then reserve, if I may, the right to recall this witness as part of our case.

JUDGE HARMATZ: Right. You can do that.

MR. PEASE: Thank you, sir.

JUDGE HARMATZ: But you can—you know, I mean you can carry on your—we know that the prohibition exists, and if you want to cross-examine him, I don't see any reason why you should be constrained with not cross-examining. Maybe when [45] you get the documents, you'll see that you won't have to call if you question him fully at this time.

MR. PEASE: Okay, fine. Are we on or—

JUDGE HARMATZ: On the record.

BY MR. PEASE:

Q Isn't it true that the local has by formal action agreed to authorize members to work for nonunion contractors for the purpose of organizing those contractors?

A Yes.

Q And isn't it true that in the absence of that authorization, that their engaging in that activity would cause them to be subject to discipline?

A Yes.

Q And perhaps expulsion from the union?

A I guess that's hypothetical. Depends on how the executive board would rule.

Q Isn't it true that the local union continues their fringe benefits while they are employed by a nonunion employer? Their union fringe benefits?

A I don't know how other locals operate. It could be true and it could not be true. There may be all or a portion of benefits that the local would be willing to pay.

Q Isn't it true that an employee who went to work for Town & Country Electric would be paid the difference between what—the rate that Town & Country paid them and what the union [46] scale was for the work that they performed?

A Yes.

Q And they get paid that by the local union?

A Yes.

Q Isn't it also true that you would expect those people to, the union members who were hired, to keep in touch with you as to what was going on on the project?

A Yes.

Q And to continue to carry out their organizing activities?

A Yes.

Q And that would be their purpose?

A Yes.

Q Were they also paid union travel pay for their travel up to the job?



MS. BRAMMER: Your Honor, objection. Could we have some foundation here as to dates or names of people for whom payment was being referred?

JUDGE HARMATZ: No, it's not necessary. He is talking about union policies.

THE WITNESS: We don't have a set policy if you are talking about union policy. I guess I would answer that question with every case would be different.

JUDGE HARMATZ: How could you do that?

THE WITNESS: We would look at the—

JUDGE HARMATZ: How could you make distinctions between [47] members on a specific job in paying some travel pay and not paying other travel pay?

THE WITNESS: Is he talking about one specific job?

JUDGE HARMATZ: We are talking about the job in International Falls.

MR. PEASE: Let's talk Boise Cascade job.

THE WITNESS: Generally.

BY MR. PEASE:

Q Let's talk the Boise Cascade job in International Falls. Would employees hired to work at that job be paid the—from the union be paid the travel expense per diem?

A They would have been paid the mileage, yes.

Q By the union?

A Right.

Q To what extent were these people, the union people that you asked to come to the interview, paid for being at the interview?

A None.

Q Did they get any expenses for their travel?

A No.

Q None of them?

A None of them.

Q Did they get any per diem?

A No.

Q In your local, is there a release procedure, a formal [48] release procedure, that is followed when an employee is authorized to go to work for a nonunion employer?

A No.

Q It is just a verbal. Is that adequate?

A Yes.

Q So there wouldn't be any written record of those cases?

A No.

Q But these people who went to that interview on the 7th of September, they all had releases from you?

A Yes.

MR. PEASE: I have no further witnesses—questions of this witness at this time. I would, however, reserve the right to call him back after we resolve the subpoena issue.

MR. SEEHAWER: One or two very short questions.

#### CROSS-EXAMINATION

BY MR. SEEHAWER:

Q In your handwritten affidavit you also refer to later newspaper advertisements showing the ad by number which you identify as Town & Country, is that correct?

A Right.

Q Do you recall the dates on that?

A I believe—I believe one is September 27th and I believe the other one was September 23rd. Now that's—

Q Did you or any of the other individuals who were with you at the Embassy Suites apply in response to either of those

[51] We had talked on the phone about perhaps having me ask some of the questions that I would ask these people as part of my case at this time.

JUDGE HARMATZ: Right.

MR. PEASE: And I wonder if I could do that? I just have a few questions.

JUDGE HARMATZ: Will I let you do that. The whole business about the union—

MR. PEASE: I wanted to ask him a few questions about his work experience, about the extent to whether it was a bona fide application.

JUDGE HARMATZ: Okay, you may ask him that. Why don't we go through.

MR. PEASE: Okay, fine.

JUDGE HARMATZ: Maybe it would be better.

MR. PEASE: Then she can ask.

JUDGE HARMATZ: Right.

#### CONTINUED CROSS-EXAMINATION

BY MR. PEASE:

Q What experience have you had with industrial electrical construction work?

A Hydroelectric power plants, nuclear power plants, oil wells, dust proof, explosion proof work, grain mill type work. I would say two and a half, three years up on the taconite plants in northern Minnesota.

[52] Q What about work with rigid conduit?

A A lot of work with rigid conduit.

Q What size?

A All the way up to four inch.

Q Okay. Where?

A I would—like I said before, the project, Cream of Wheat, I was job steward at Cream of Wheat in 1982. That whole project was rigid conduit dust proof enclosures. We were installing a new line, several new lines for that project.

Q Did the steward work with the tools?

A Yeah, I was the steward. I worked with the tools.

Q But you did work with the tools?

A Oh, yeah.

Q What was your responsibility working with the tools?

A Install anything that needed to be installed.

Q Did you work in a lead capacity or anything?

A No. No, I was just a steward on the project.

JUDGE HARMATZ: Excuse me. I don't think that I was talking about this kind.

MR. PEASE: Okay.

JUDGE HARMATZ: I thought that I was talking about the—I keep forgetting the name of that case.

MS. BRAMMER: *Zachry*.

MR. PEASE: *Zachry*?

[53] JUDGE HARMATZ: The *Zachry* issue. That's what I was talking about. This is totally inappropriate at this point in time. Until we get an idea of why employment was denied to these people, this kind of examination is inappropriate. I was talking about *H.B. Zachry*.

#### REDIRECT EXAMINATION

BY MS. BRAMMER:

Q After Mr. Buelow comments to you on September 7th that your application would be on file for future job opportunities, were you ever contacted by him about any other job opportunities?

A No.

Q Or anyone else from Ameristaff or Town & Country?

A No. I asked the question, when, you know, when and where, and they said, "Well, they don't know. We'll just keep them on file."

Q You responded to some questions regarding the union's policies about organizing activity by electricians who are members of Local 292. Would these electricians working on nonunion jobs be licensed electricians?

A Yes.

Q Would they meet the state licensing requirements for competence on these jobs?

A Yes.

Q And would they perform job duties on these jobs during their work time?

A Yes.

BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION EIGHTEEN

In the Matter of:

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Case No. 18-CA-11035

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

CHARLES EVANS, AN INDIVIDUAL, CHARGING PARTY.

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Case No. 18-CA-11044

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 292, AFL-CIO, CHARGING PARTY.

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Case No. 18-CA-11080

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 343, AFL-CIO, CHARGING PARTY.

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Tuesday, December 12, 1989



[65] Room 471  
Federal Building  
110 South 4th Street  
Minneapolis, Minnesota

The above-entitled matter came duly on for hearing pursuant to notice, at 9:25 p.m.

BEFORE: THE HONORABLE JOEL A. HARMATZ  
Administrative Law Judge

APPEARANCES:

*On behalf of the General Counsel  
National Labor Relations Board:*

FLORENCE I. BRAMMER, ESQ.  
Region Eighteen, National Labor Relations Board  
Room 316 Federal Building  
110 South 4th Street  
Minneapolis, Minnesota 55401

*On behalf of the Respondent – Town & Country:*

JAMES K. PEASE, JR., ESQ.  
Melli, Walker, Pease & Ruhly, S.C.  
119 North Martin Luther King, Jr. Drive  
P.O. Box 1664  
Madison, Wisconsin 53701-1664

*On behalf of the Charging Party:*

STEPHEN D. GORDON, ESQ.  
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1208 Plymouth Building  
12 South 6th Street  
Minneapolis, Minnesota

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[72] (The document referred to, having been previously marked for identification as Respondent's Exhibit No. 1(a) and 1(b), was received into evidence.)

JUDGE HARMATZ: Okay.

MR. PEASE: Yes, Your Honor. We have some exhibits here with respect to which the parties agree with respect to authenticity. I understand that Mr. Gordon has an objection on materiality.

JUDGE HARMATZ: Okay. You marked them as Respondent's Exhibits?

MR. PEASE: I haven't. If you wish me to, I will, yes.

JUDGE HARMATZ: Respondent's 4 is next, I believe.

MR. PEASE: Respondent's 4 would be the—I understand to be the current constitution of the International Brotherhood of Electrical Workers, the international union with which the locals herein are affiliated.

JUDGE HARMATZ: Okay. Let's make that 4(a).

(The document referred to was marked for identification as Respondent's Exhibit No. 4(a).)

JUDGE HARMATZ: 4(b).

MR. PEASE: 4(b) would be the bylaws of Local Union No. [73] 292, one of the Charging Parties in this proceeding.

(The document referred to was marked for identification as Respondent's Exhibit No. 4(b).)

MR. PEASE: 4(c) is a salting resolution which we do not currently have a copy of here in the hearing room, but which Local 292 will be providing to us.

(The document referred to was marked for identification as Respondent's Exhibit No. 4(c).)

JUDGE HARMATZ: What is a salting resolution?

MR. PEASE: We have one from the other local if you wish to read it.

JUDGE HARMATZ: Can you give me a brief description of what a salting resolution is?

MR. GORDON: Yes, Your Honor. Basically it authorizes the local union to permit union members to go to work for nonunion contractors without being subjected to any of the strictures contained in the constitution and bylaws.

JUDGE HARMATZ: Okay. All right, thank you.

All right. We can act as if we've got it. The salting resolution of this one will be what, which one? This is a document generated by the International?

MR. GORDON: The resolutions themselves are adopted by the local union and I—

[74] JUDGE HARMATZ: Okay.

MR. GORDON: —believe those individual local union resolutions are permitted or authorized by the International.

JUDGE HARMATZ: Okay. So this one would be, 4(c) would be what, which local?

MR. PEASE: 292.

JUDGE HARMATZ: Okay.

MR. PEASE: And then 4(d) would be the local bylaws for Local 343.

(The document referred to was marked for identification as Respondent's Exhibit No. 4(d).)

MR. PEASE: And 4(e) is the salting resolution of Local 343.

(The document referred to was marked for identification as Respondent's Exhibit No. 4(e).)

JUDGE HARMATZ: All right. See now, I made a mistake.

MR. PEASE: Should we renumber them?

JUDGE HARMATZ: No.

Off the record.

(Discussion held off the record.)

JUDGE HARMATZ: On the record.

Respondent objects—stipulates to authenticity of the documents in question.

[75] MR. PEASE: Your Honor, I believe it is Charging Party.

JUDGE HARMATZ: I'm sorry. The Charging Party, I'm sorry.

The Charging Party objects to Respondent's 4(a) through (e) on the basis of relevance, but concedes as to authenticity. The objection is overruled. Respondent's 4(a) through (e) inclusive is received.

(The documents referred to, having been previously was marked for identification as Respondent's Exhibit Nos. 4(a) through 4(e), were received into evidence.)

MR. PEASE: It is my understanding that these were the documents that were in effect during the time material to this proceeding.

JUDGE HARMATZ: I assumed that, right.

MR. PEASE: Is that correct, counsel?

MR. GORDON: I believe it is, yes.

MR. PEASE: Thank you.

JUDGE HARMATZ: Okay. You may continue.

MR. PEASE: I believe that counsel for the union has a proposed stipulation on two other items that were included in our subpoena.

JUDGE HARMATZ: Okay. Mr. Gordon?

[76] MR. GORDON: Thank you, Your Honor. With respect to telephone conversations, first as between Local 292 and Local 343, there was one telephone conversation on September 7th with respect to applications or going to the Embassy Suites to file applications. That conversation was between Mr. Priem, P-R-I-E-M, and Mr. Slipy, S-L-I-P-Y.

MR. PEASE: If I may, as Mr. Gordon gave it to me during the off the record period, Mr. Priem called Mr. Slipy about a Local 343 member who was in the Local 292

hiring hall when the folks there were going to Embassy Suites—

MS. BRAMMER: Your Honor, may I object to the content of the conversation being in the stipulation unless that was within the intent of the parties, obviously, to the stipulation.

MR. PEASE: That is what I understood.

MR. GORDON: No, it is not my intent to stipulate to the content of the conversations. The documents as produced would only show date of call and from where made and to whom made.

JUDGE HARMATZ: Right.

MR. GORDON: So that is what I would like to put in by way of stipulation. Certainly if Mr. Slipy is here, he has been subpoenaed by Town & Country, if they want to ask him about that conversation, they certainly can.

JUDGE HARMATZ: All right. I agree.

MR. GORDON: With respect to conversations as between [77] either Local 343 and Local 292 and Mr. Hansen, there are no conversations as between Local 343 and Mr. Hansen with respect to either Town & Country or Ameristaff. With respect to Local 292 and Mr. Hansen, there is one phone conversation on September 7th as between Mr. Hansen and the Local 292 hiring hall office. After September 7th there are approximately three telephone conversations between Mr. Hansen and Mr. Priem. We only have a date certain for one of those conversations which would be September 12th, 1989.

JUDGE HARMATZ: Okay. Anything further?

MR. GORDON: Do you want me to go to the discipline information?

JUDGE HARMATZ: Well, I accept those stipulations.

MR. PEASE: Thank you.

JUDGE HARMATZ: Go ahead.



MR. GORDON: With respect to the request on discipline, we have—I think we can respond fully with respect to IBEW Local 343 and partially with respect to Local 292. With respect to Local 343 since January 1, 1986, which is the date used in at least some of the subpoenas by Town & Country, there have been—there are four instances that arguably are covered by the subpoena. In two of the instances—two of the instances involved union members who started nonunion companies, union members who started nonunion companies while they were union members. In one case the individual was [78] charged.

JUDGE HARMATZ: I think that—you don't have to go into detail beyond—as to those two.

MR. GORDON: Your Honor, I think it is important that in one of the cases, the charge was withdrawn.

JUDGE HARMATZ: Yes.

MR. GORDON: And in the other case the individual was found guilty as charged.

MR. PEASE: And fined \$10,000.

MR. GORDON: And fined \$10,000, none of which has been collected.

JUDGE HARMATZ: Okay.

MR. GORDON: The third instance involves an individual who was working for a nonunion contractor and joined the union. Within two weeks he resigned his membership in the union and returned to work for the nonunion contractor. Charges were filed and dropped.

The fourth instance, an individual working for a union contractor who engaged in moonlighting on his own. Charges were filed. The individual was found guilty and paid a \$1,000 fine.

Now strictly speaking, Your Honor, I don't think any of those are covered by the subpoena, but I say arguably.

JUDGE HARMATZ: I'm not interested really—you don't have to go into depth. As a matter of fact, I'm not even that [79] concerned about the information at this juncture because it would seem that it simply telescopes the salting provisions. The mere fact that the salting provisions were necessary indicates that it is a viable restriction and that is all that we are concerned about.

MR. GORDON: I have three instances with respect to Local 292 that Mr. Priem has knowledge of, but with respect to other—

JUDGE HARMATZ: Well, to make Mr. Pease happy, let's hear them.

MR. GORDON: I think Your Honor understands that as far as Charging Party is concerned, this is all irrelevant.

JUDGE HARMATZ: I agree with you. To carry this forward to this—in this depth, I think you are right, but we'll keep everybody happy.

MR. GORDON: Okay. First with respect to Local 292 and Mr. Priem, an individual who opened a nonunion shop resigned his membership. Charges were filed and subsequently withdrawn. The second individual sold his union shop to a nonunion entity resulting in the layoff of two union members, fined \$2,400 which was paid. The third individual charged with attempting to work for a nonunion contractor without clearance from the union, fined \$500. We don't know whether that has been paid or whether it's been appealed.

JUDGE HARMATZ: Okay. I'll receive that as a concession.

[80] MR. GORDON: I am informed that the fine was suspended.

JUDGE HARMATZ: Okay. I'll receive that as a concession.

MR. GORDON: Is it necessary, Your Honor, for us to inquire further as to other instances of discipline on behalf of—

JUDGE HARMATZ: I don't think it is necessary.

MR. GORDON: Okay. With respect to—do you want me to continue with respect to a proposed stipulation on the jurisdictions of Locals 292 and 343, or do you want to stay with the subpoena?

JUDGE HARMATZ: Yes, I just want—all I want from you is a statement that they have separate headquarters and separate geographic jurisdiction although their craft jurisdiction is the same. Do you agree with that statement?

MR. GORDON: I'd like to—yes, and I'd like to add just a little bit to it.

JUDGE HARMATZ: Okay. Go ahead.

MR. GORDON: That is that the geographic jurisdiction of Local 292 consists of five counties including and surrounding the Minneapolis Metropolitan Area. The geographic jurisdiction of Local 343 consists of thirty-nine counties in southern and western Minnesota. Neither Local 292 nor 343 has jurisdiction over International Falls, Minnesota. That jurisdiction goes with Local 294 which is headquartered in Hibbing, H-I-B-B-I-N-G, Minnesota.

[81] With respect to the craft or the work covered, both 292 and 343 have jurisdiction over inside work such as that involved in this case. Local 292 has additional work jurisdiction as well, but I do not believe that that is relevant to this proceeding.

JUDGE HARMATZ: Okay. And as you indicated off the record, these are three of seven locals with this type of craft jurisdiction that operate in the state.

MR. GORDON: Correct, Your Honor.

JUDGE HARMATZ: Okay.

MR. PEASE: We join in that stipulation.

JUDGE HARMATZ: So be it. The stipulation is received.

Okay. Any further preliminaries before we allow Ms. Brammer to proceed?

MR. GORDON: Not from Charging Party.

JUDGE HARMATZ: Okay. You may call your witness.

MS. BRAMMER: I would like Craig Jones to the stand and all other witnesses outside, please, and Mr. Larson, if you could stay outside the door in that chair? Whereupon,

#### CRAIG JONES

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

[82]

#### DIRECT EXAMINATION

BY MS. BRAMMER:

Q Who are you now employed by?

A Commonwealth Electric of Minnesota.

Q What is your job with them?

A Inside wireman.

Q You are a licensed electrician?

A Yes.

Q What class?

A Class A.

Q Were you employed on September 7th, 1989?

A No.

Q Are you a member of a union?

A Yes, IBEW Local 292.

Q Did you go to Embassy Suites Hotel on September 7th?



A Yes.

Q For what purpose?

A To apply for a job.

Q How did you find out that applications were being entertained there?

A Through the agent I heard that they were taking applications.

Q Were you interested in possibly obtaining a job?

A Yeah, because I'd have had to wait for—through the waiting week. I had just come from the unemployment office. [83] I had just sent in the bills for Montesorri and Latchkey for my kids, which is more than my house payment, and it was getting to the fall and I was worried about working through the winter.

Q Would you describe—first of all, approximately what time did you arrive at Embassy Suites?

A I went to the unemployment office about 8:30 so I'd say it was about an hour later. Maybe 9:30, something like that.

Q And what happened when you arrived there?

A There was some people in a room filling out applications. I was given an application and I filled it out.

Q Do you recall who gave you the application?

A Yes, the gentleman in the corner, I believe.

MS. BRAMMER: And let the record reflect that he is pointing to Mr. Steven Buelow.

JUDGE HARMATZ: So be it.

BY MS. BRAMMER:

Q Do you recall at the time the application was given to you whether Mr. Buelow said anything to you at that time?

A Nothing in particular other than "pick me up some pop".

Q Did you get an interview that day?

A Yes.

Q Prior to your interview, did anyone address you, either personally or as part of the group of applicants there, regarding the application process for the job?

[84] A No. If I am following you, no.

Q Who interviewed you when you got an interview?

A Mr. Sager and another guy with dark hair. I don't recall his name.

Q Did he identify where he was from?

A Yes, they said they were from Town & Country Electric out of Wisconsin.

Q During the interview, in as much detail as you can remember, what was said?

A They informed me they were a merit shop, which I didn't realize until that time, and they talked about the merits of a merit shop.

Q And "they" being who?

A Mr. Sager and the other gentleman.

Q Was Mr. Buelow speaking during the interview?

A He didn't speak during the interview. I believe he was in the room and out of the room, back and forth, I think.

Q I'm sorry. I interrupted you.

A They spoke of the virtues of a merit shop, working for a merit shop, and I spoke of the virtues of being in a union shop and having been trained by them, and so forth. We talked about—they listed the virtues of their shop. They told me that they start their employees out at \$13 an hour. They talked about having work north of the cities and some work coming up locally. I asked if the work they had north of the [85] cities was Boise Cascade, and they said "no".

We talked about—I think I suggested or asked, have they ever thought of being a union or being involved or



hiring through the union, and they had said that they would not be signatory to any union and that basically their customers preferred it that way. They talked about \$13 an hour is what they start their people out at. They mentioned, I think, some subsistence pay, and I think I talked about I have to talk with my wife, you know, if I was to consider a job outside of town, and they told me again that they would have some work in town.

Q Did you receive a job offer at that time?

A No.

Q What, if anything, were you told about what would be done with your application?

A That it would be kept on file and that—I think they asked me if I'd consider working for them locally, work close in town here, and I said, "Yeah, I'd consider it". And I think that's basically where it was left.

Q Did you ever receive any further telephone calls or letters from either Town & Country or Ameristaff?

A No.

MS. BRAMMER: Nothing further.

MR. GORDON: Your Honor, there will only be one line of questioning and that is whether he was told about any [86] differential to be paid by the union or not, and I don't know if I need to go into that in light of our earlier discussion.

JUDGE HARMATZ: No, no. I'm not going to permit examinations in that area beyond what the union policy was.

MR. GORDON: Then I have no questions.

JUDGE HARMATZ: Is that it?

MR. PEASE: Just a couple questions.

JUDGE HARMATZ: We got that answered anyway, Mr. Gordon.

MR. GORDON: Pardon me?

JUDGE HARMATZ: We've got that answer anyway. I think it is on the record, but I'm not sure.

MR. GORDON: Well, I know we discussed it in one of our earlier conversations. I'm not sure if it was on or off the record.

JUDGE HARMATZ: But in any event, it doesn't make any difference.

#### CROSS-EXAMINATION

BY MR. PEASE:

Q Craig, what time did you arrive at the Embassy Suites?

A I'm guessing maybe 9:30, quarter to 10.

Q But you are not sure?

A No. I had gone to the unemployment office first that morning so, no, I can't be sure. I can be sure that I had to leave like about 11, 11:30 to pick up my daughter because it was her first day of kindergarten, and I was about to leave [87] when I went in to see what was going on because I was going to tell them I had to leave, and they said, "We'll interview you now".

Q Okay. That's what I wanted to bring out, that you had apparently indicated you had a problem in getting your daughter and you asked to be interviewed, and then they did bring you in to interview you?

A I went in and said, "I have to go". They said, "Well, we are getting ready to interview you people. We'll take you first."

Q Okay. Isn't it true that when you asked about the project that you referred to the BE&K construction project in International Falls?

A Yes.

Q Isn't it also true that you asked them what you would be paid and they said, "\$15 an hour"?

A No. They told me they start the employees at \$13 an hour.

Q Didn't you say that you would be insulted at working at that rate?

A They said — the exact wording was, "I don't mean to insult you. We start our employees out at \$13 an hour." And I said, "That is an insult".

Q Well, isn't it true then that they said that apparently you are not willing to work for the rate that we are offering?

[88] A No, that was never said.

Q Are you sure?

A That was never said.

(Pause.)

MR. PEASE: Okay. I have no further questions of this witness at this time.

JUDGE HARMATZ: Anything further?

MS. BRAMMER: Just one.

#### REDIRECT EXAMINATION

BY MS. BRAMMER:

Q Did you have an appointment for an interview that day?

A No, I didn't.

MS. BRAMMER: Nothing else.

THE WITNESS: Am I free from all of this? Am I done? (Whereupon, the witness was excused from the stand.)

JUDGE HARMATZ: Off the record.  
(Discussion held off the record.)

JUDGE HARMATZ: On the record.

Ms. Brammer?

MS. BRAMMER: Mr. Don Larson.  
Whereupon,

#### DON LARSON

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

#### [89] DIRECT EXAMINATION

BY MS. BRAMMER:

Q Spell your last name for the record, please.

A L-A-R-S-O-N.

Q And are you now employed?

A Yes, I am.

Q By whom?

A Muska Electric.

Q And your position there is what?

A Journeyman wireman.

Q Are you licensed by the state?

A Yes, I am.

Q How long have you been a licensed electrician?

A Since 1960.

Q Are you a member of a union?

A Local 292.

Q Were you employed on September 7th, 1989?

A No, I wasn't.

Q And did you go to Embassy Suites?

A Yes, I did.

Q How did you find out — well, first of all, what was the purpose that you went there?

A To secure a job.

Q And how did you find out that might be a possibility there?

[90] A They had an ad in the paper the previous Sunday, and then a network of people that I know were saying that they were going to go out there.

Q And that network of people would be —

A People I worked with, right.

Q When did you arrive at the Embassy Suites?

A About 9:15.



Q And would you describe in as much detail as you can recall from the time you arrived there what happened?

A We checked at the desk to see where the people were that were to interview us and —

Q "We" being who?

A Well, there was about five of us around. Mike Priem was there, Shafranski, Mick, myself.

Q "Mick", is that Malcolm Hansen?

A Malcolm, yes.

Q Okay.

A And they hadn't arrived. They had been delayed due to fog in Wisconsin. So we sat and it was probably quarter to 11, 11 o'clock, they came in, very apologetic, saying they were fogged in, and that they had two suites of rooms, that we should follow them up.

Q Now did the people who arrived identify themselves?

A Yes, they did.

Q And who were they?

[98] JUDGE HARMATZ: Off the record.

(Discussion held off the record.)

JUDGE HARMATZ: On the record.

MS. BRAMMER: Malcolm Hansen, please.  
Whereupon,

#### MALCOLM HANSEN

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

#### DIRECT EXAMINATION

MS. BRAMMER:

Q Would you state your last name for the record, please?

A Hansen, H-A-N-S-E-N.

Q Sometimes you go by Mick or Mickey?

A Yes, I do.

Q Are you now employed?

A Yes, I am.

Q By whom?

A Muska Electric.

Q As a licensed electrician?

A Yes, I am.

Q Have you ever been employed on the Boise Cascade job site in International Falls?

A Yes, I have.

Q When was that?

A I believe that I worked on the Boise Cascade job per se [99] on September 12th, 13th and 14th.

Q How long have you been a licensed electrician?

A I believe I got my license in 1971 or 2.

Q Are you a member of IBEW?

A Yes, I am. I've been a member for 28 years.

Q Which local?

A At the present time I belong to 292 in Minneapolis.

Q Did you have an interview before you were hired for the Boise Cascade job?

A Yes, I did.

Q When was that interview?

A I believe if I'm correct the interview was September 7th, 1989.

Q Was that at the Embassy Suites?

A Yes, it was.

Q How did you obtain that interview?

A I obtained that interview by calling Ameristaff in I believe it was Green Bay, Wisconsin.

Q How did you get their number?

A I got their number — I had read their ad in the paper on the Sunday previous to that. Also that morning I had called the union hall and Lilah had referred me out to —



that Mike and Greg were out at the Embassy Suites.

Q And "Lilah" is who?

A Girl that works in the office at 292.

[100] Q Referring you back to your call to Ameristaff, who did you talk to there?

A I talked to a girl there. I believe her name was Lorie.

Q And would you describe what she said and what you said during that conversation?

A Well, she answered the phone of Ameristaff and I told her I was responding to an ad that was in the Sunday paper the Sunday previous to that, and I said, "What kind of work do you have?" She said, "Well, we have both union and a nonunion job", and I said, "Well, where are they at?" She said, "Well, the nonunion job is up at International Falls". She said "northern Minnesota", and I said, "International Falls?", and she said "Yes."

And I asked her about where is the union work at. She said, "Well, we can't disclose that at this time."

Q Do you recall anything else she said?

A I asked her how I could get an appointment there, and she replied that I could get an appointment. She said the people had left already, that there was the president of their company, Steve Buelow, Mr. Sager, and someone else, she said, flying over there. Evidently they were being fogged in, but she had the authorization to make an appointment for anybody that called in because they wanted as many applicants as possible.

Q Did you make an appointment?

[101] A Yes, I did.

Q And what time was that for?

A Eleven o'clock.

Q Anything else in that conversation?

JUDGE HARMATZ: We're talking about 11 o'clock where?

THE WITNESS: At the Embassy Suites.

JUDGE HARMATZ: And that would be what date?

THE WITNESS: On the 7th of September.

JUDGE HARMATZ: Okay. Continue.

BY MS. BRAMMER:

Q Did you go to the Embassy Suites at that time on that day?

A Yes, I did.

Q What happened when you arrived there?

A When I arrived there I recognized Mike Priem, Greg Shafranski, Don Larson, a number of other people from the local. I can't remember exactly who they were. Some of them I didn't know their name at the time, but I had seen them on different jobs and union meetings and so on and so forth, and we were told that some people from Wisconsin were not there yet. They were fogged in. So we sat down and visited.

Q And the people did eventually come in, is that correct?

A I would say approximately an hour later the people arrived.

A And did you hear them introduce themselves?

[102] A Yes, I heard Steve Buelow introduce himself from Ameristaff, and I heard Ron Sager introduce himself from Town & Country. The other person was Denny Defferding, but I didn't hear his name at that time.

Q What did you do when they arrived?

A Well, we just stood up and met them and, you know, they seemed quite happy to see all of us there. We had a little small talk and then he said, "Well, come on upstairs, fellows. We got refreshments up there and we've got to go on with this here. We're glad to see all of you", and so on and so forth.

Q And did you go upstairs then?

A Yes, we went upstairs. Had some small talk in the elevator. Went on up the stairs to I believe—it was a corner room. I don't know if it was 904 or 905.

Q What happened when you got there?

A We got there and I believe Steve Buelow from Ameristaff, he passed out some applications, and Ron Sager from—come in. He introduced himself again as Ron Sager from Town & Country. He wanted to tell us about Town & Country Electric, how they was a leader in the field in electrical industry, and described their 401(K) plan, their workman's compensation, disability income, their zero deductible hospitalization, paid vacation. Basically the merits of working for Town & Country Electric.

Q How much time would you estimate that he spent talking [103] about the benefits of Town & Country?

A I guess I would estimate from ten to fifteen minutes. Maybe not that long. I don't know.

Q And then what happened?

A Then they left and we were finished filling out our applications. Steve Buelow come back and picked up our applications and left.

Q With the applications?

A Yes.

Q And then what happened?

A Then Steve Buelow come back and—

Q How long was he gone during that period?

A I suppose ten or fifteen minutes. Then Steve come back and said, "Are you men only interested in union work?" And I responded I was just interested in all work.

Q Did anyone else respond?

A Mike Priem responded, "We are all licensed journeyman electricians here. We are interested in any kind of work you have."

Q At that time what did Mr. Buelow say or do?

A I think then Mr. Buelow left.

Q And then what happened?

A Well, then a few minutes later Mr. Buelow come back with Ron Sager, and Mr. Sager at that time asked us—well, actually let me backtrack a little bit. Steve come back and [104] he called out a bunch of people's names. He called out Gary Weseman and Dave Rasmeth and Kirk Wilson, and I can't remember the other people's names he called for. Pat Stack. And they were none of them there.

Q Was Gary Weseman not there?

A I think Gary Weseman was there and they took him in there for an interview.

Q Then what happened?

A Then he come back again and this time Ron Sager was there with him, and Ron said, "We are only going to give people interviews that have appointments". He said, "If you don't have appointments, the rest of you leave. Just leave. We're going to close the doors. We've got a plane to catch. We've got to get back to Wisconsin. We don't have any time."

Q At that point had Craig Jones already been interviewed, if you know?

A I do not know that Craig Jones was interviewed.

Q And then what happened?

A Well, then Red Larson said, "Well, we are here to take the place of those people that didn't show up." Mike Priem, I think, said, "Well, we are here for any job that you have." And I guess at that time I said, "Well, I'm here for an appointment. I'm going to have an interview. I don't care if I have to stay here until midnight."

Q Did you—

[105] A "If I have to, I'll call Skip Humphrey".

Q Who is that?

A He is Attorney General of the State of Minnesota.

Q Did you get a response to that?



A Ron Sager at that time said, "I don't care who the hell you call." He said, "If you don't get out of here, I'll call the police."

Q What happened then?

A Then they left the room. Well, I guess I responded, "I have an appointment. I made an appointment with Lorie over in Wisconsin this morning and I'm going to get an interview."

Q Did you get one?

A Yeah. They left and about fifteen minutes later they come back and they granted me an interview.

Q Prior to your interview, was anything said by either Mr. Buelow or Mr. Sager about what would be done with your applications?

A Prior to my interview Mr. Buelow said that the contractor that we are working with now is for nonunion jobs. There will be union work coming later. We will keep your applications on file for a later date. At that time Mike Priem said, "Yeah, I know what file they are going to go into."

Q Did either Mr. Buelow or Mr. Sager say anything regarding a customer for this job?

A During the interview?

[106] Q Yes. Or when all of you were in the room. Either one.

A Yeah, I believe that Mr. Sager said that the customer was for a contractor for Boise Cascade.

Q Okay. And who was present for your interview?

A Present for my interview was Mr. Sager and I think it is Denny Defferding. Steve Buelow was in the suite, but he was in the—the Embassy Suites have two or three rooms to the suite and he was in a back room.

Q Would you describe what was said during that interview, both by Mr. Sager or Mr. Defferding and yourself?

A Well, they called me in there and they said, "Well, we know that you are a union member." I said, "Yes, I've been a union member for 28 years." And then we talked about the job up there and what it consisted of, and Mr. Sager asked me, he said, "Well, you go through your last work experience for the last ten or fifteen years." I said, "Well, I'll tell you since 1956." And so I went through basically my work experience since 1956.

Then Mr. Sager said, "Well, you know, our customer up there is for Boise Cascade." He said, "We can't have any signatory employees up there." He said, "Our customer, Boise Cascade, will not allow it." I think then Denny Defferding went into that he was once a union member and that any people they hire, once they hire them, they expect them to drop their union membership, and Denny Defferding asked me if I would be

[118] a day per diem?" I said, "That sounds fair to me." Then he said, "Okay, we'll do that."

I replied, "You know, Ron, I'm up here. I'll work with you." He said, "That sounds great", and I went back to work.

Q Did you ever talk —

JUDGE HARMATZ: Wait a minute. Let's back up a minute.

Was it your understanding that Smithback was not licensed?

THE WITNESS: Yes, it was.

JUDGE HARMATZ: I see. So what you were saying in connection with Johnsen's request that two leave the job, Smithback indicated that only one would leave because he would no longer work with tools?

THE WITNESS: He would no longer do any work.



JUDGE HARMATZ: All right. So Smithback himself would be, because he was unlicensed, would be covered by the state restriction that you could work two with one?

THE WITNESS: Yes, he would.

JUDGE HARMATZ: Okay.

BY MS. BRAMMER:

Q Did you ever talk with any other employees of Town & Country about the fact that you had received a raise that day?

A Yes, at coffee—Bob Steiner was very interested in me. He knew I was union. Evidently talked about me on the Friday before over in Wisconsin. He would wonder why I was doing up [119] there and so on and so forth, and I talked a lot about the union. At coffee that day—

Q Was this on September 12th?

A Yes, it was.

Q Okay.

A At coffee that day Tom Steiner said, "How much money do you make?" I said, "I make more than Smithback. I just got a raise." And he said, "Well, what do you make at home?" I said, "Well, I make \$25.70 an hour at home." He asked me, "Well, what are you doing here then?" I said, "Well, I can't tell you right now, but I'll tell you before I go."

Q Was Smithback in the area at that time?

A Yes, he was.

Q Did he say anything during that conversation?

A I can't recall him saying anything, but he was very angry at the fact that—when I told Steiner I was making more money than Smithback, he wasn't not happy with that at all.

Q Do you recall what he said?

A Well, at that time I think he said, "Well, I don't want you talking about unions. I don't want you talking about unions on the job, at the cabin or anything. I don't

want Steiner and Reinders to hear it. I just don't want to hear it. That's it."

Q What did you say to that, if anything?

A I told him I wasn't going to stop.

[120] Q Anything else that you recall from that break? (Pause.)

A I think at that break we talked about—Rod Smithback talked with me that he'd take me that night to get safety shoes. I think we talked about that.

Q Was that a requirement there on the job?

A Yes, it was.

Q Directing you to the next day, September 13th, when you were on the job, did you observe anyone else from the State Board of Electricity on the job?

A Yes, about noon I believe a man named Gosland, he is an area inspector up there, come on the job and he come right up to me and asked me who I worked for.

Q What did you say?

A I said, "Well, I'm not positive who I work for. I filled out an application with Ameristaff, but I'm working with the guys here from Town & Country and I use Town & Country's tools and Town & Country employees are supervising working off of my license." Rod Smithback at that time said, "No, he works for us."

Q Did he indicate at that time, Mr. Smithback, who "us" was?

A Town & Country Electric.

Q Did you discuss the union with anyone at the job site that day, September 13th?

[121] A Oh, yeah, I discussed the union with people at the job every day. Talked about the benefits and so on and so forth, and right after the state inspector left, it was some time after that, we had coffee about 2:30 and I said to Tom Steiner, "You do know why I'm up here, don't you?"

Q Who else was in the area at that time?

A Smithback and Randy Reinders. "Well," Steiner said, "We think we know you're up here. Why are you up here?" I said. "Well, I'm up here trying to organize for the International Brotherhood of Electrical Workers." At that time Smithback jumped to his feet and said, "Jesus Christ, I don't need that. I don't want you talking about unions anymore. I got to go call the office and talk to Ron Sager." We went back to work.

Q Did you observe Sager leave the area after he said that?

A That was Smithback.

Q Smithback, I'm sorry.

A Yes, I did.

Q Did you see him on the phone?

A Yes, I seen him go into the office where there was a phone.

Q At the time that you said that during that—was that an afternoon break?

A Yes, it was.

Q During that break, were you a paid union organizer?

A I've never been a paid union organizer.

[122] Q At any time had you been compensated for any difference in wages between what your wages were at that job site and what your wages would have been on union scale under the 292 contract?

A After I got back I was compensated. I was made whole for the time I spent up there. After Sager was—not Sager, Smithback, I get these two people mixed up—Smithback, after he made the phone call, he come back—

MR. PEASE: Object. Beyond the scope.

JUDGE HARMATZ: Of what?

MR. PEASE: Talking about something that doesn't have anything to do with the question before him.

JUDGE HARMATZ: Well, I don't permit that kind of objection from a nonexamining counsel. If the examining counsel is satisfied with the response or the lack thereof, I leave that up to—unless it is totally irrelevant, at which point I jump in.

You may continue. What were you going to say about what Mr. Smithback said?

THE WITNESS: At 3:55 p.m. and he come back and he said, "I just talked to Ron Sager over in Appleton, and I don't want you talking about the union. Ron Sager doesn't want you talking about the union. Boise Cascade doesn't want you talking about the union, and if you don't quit talking about the union, I'm going to fire you." My response was, "That [123] could be, but I'm not going to stop talking about the union."

BY MS. BRAMMER:

Q Was anyone around when that was said other than you and Mr. Smithback?

A Tom Steiner was around. Reinders was around. Everett Hall was around. Dennis Moran was around.

Q Who are Hall and Moran?

A Hall and Moran were two people, employees for Boise Cascade, that basically it was my understanding we were doing the job for. Then—

Q How did—go ahead.

A Smithback at that time had me call Ron Sager. So I called Ron Sager at a number.

Q Was that during your work time that you were directed to do that?

A Yes, it was.

Q And did you reach Mr. Sager?

A Yes, I did.



Q And what was said during that conversation?

A He said, "I don't want you talking about the union." He said, "Boise Cascade won't allow us to talk about the union. I don't want you talking about it. I don't want you talking about anything but the job. I don't want you talking about church. I don't want you talking about gambling. I don't want you talking about anything but work. Now go get [124] Smithback and tell him to call me."

Q Did you do that?

A Yes.

Q How did you get back to the cabin where you were housed that day after work?

A We rode in Mike Grow's van. Rod Smithback was driving it and I and I believe Tom Steiner was in it. Either Tom Steiner or Randy Reinders. I'm not positive which one was there.

Q Okay. Was there any talk about the union on the ride home that evening?

A I don't know that there was really much talk about the union, but out of the air Rod Smithback says, "Well, I've got to give you credit, Mickey, you sure as hell do what you do really well." He says, "Just how much would it take you to jump ship and come over to our side?" My response was, "What do you mean, jump ship?" "Get up off your union activity and come to work for us." I said—at that time I just grinned and said, "I don't think you have enough money."

Q How about once you were at the cabin that night, anything come up about the union?

A Once we were at the cabin that night we got talking about the union a little bit, and Smithback again said, "I don't want you talking about the union here or on the job or in the cabin, or whatever." He said, "I'm just tired of this. I don't want my people hearing it. Right now I've got

to go out [125] to the airport and get Mike Grow's papers from the state so that he can go to work tomorrow."

Q When you say "we" were talking about the union at the cabin, who do you mean?

A Myself and Tom Steiner and Reinders.

Q Were you all housed in the same cabin there?

A Yes, we were.

Q And Smithback?

A Yes, he was.

Q On the next day, September 14th, how did you get to work that day? To the job site?

A Well, that morning when I work up it was pretty tense around there, and I decided I was going to drive my own car to International Falls that day. So I drove my car to International Falls. I told Smithback I had some business to take care of before work, would he pick me up at the Country Kitchen. He did pick me up at the Country Kitchen.

Q That is a restaurant?

A Yes, it is. About two or three miles from the job site.

Q And were you picked up?

A Yes, I was by Smithback in his company truck. On the way to the job site he said, "Well, Bob Stephenson is going to be up here next week. You know Bob Stephenson used to be a paratrooper in Viet Nam."

Q Did he identify who Bob Stephenson was?

[126] A No, he didn't, but from the conversation prior to that I assumed that he was one of the owners of Town & Country Electric.

Q Okay. Go ahead.

A I said, "What a coincidence. I was a paratrooper too." "The fact is," I said, "I was in the counterintelligence corps," I told him. "Well, I can believe that," he says, "because you are really good at what you do," he says. By



this time we had come up to the pickets up at the gates and outside of the gate there was two pickets, and later I found out a reporter from the *Minneapolis Star and Tribune*, Dave Hagen. I said, "Just a minute," and I jumped out of the truck and I went over there and I told those two pickets, "I just want you to understand I am not crossing your picket line, but I am up here as a union organizer and to help our cause."

Q Did you get back in the van then?

A Yes, I did. It was a pickup though.

Q Pardon me?

A It was a pickup that we was in.

Q Okay. And then when you got back in the van, was there any discussion—in the pickup, was there any discussion with Mr. Smithback about the union?

A Yeah, he said—first we drove on up and the guards come out. There was three or four guards out there and two come over to my side, opened the door and said, "I want to see your [127] badges." I thought they were going to pull me out of the truck so I handed him my badge. He said, "Go on in" so we drove on in. When we got there Smithback said, "I don't want you talking about the union or any more union activity any more." So then we went to work.

Q At any time that day, did Mr. Smithback repeat any offers regarding you switching sides?

A Yeah. He kind of wondered if I thought about the offer he had made the night before, and I said, "Well, just how much money are you talking about? I kind of thought about that a little last night." He said, "I don't know. Why don't you go call Ron Sager." So I did. I went and called Ron Sager.

Q And did you reach him?

A Yes, I did.

Q And what did you and he say during that conversation?

A I said, "Rod wants me to call you and talk to you, what it would take to get me to forget about my organizing and talking about the union and just work," and Mr. Sager's answer at that time was, "That was between Rod and you. I don't have anything to do with that. That is between you and Smithback." But he did say, "I have some reports about you I want to discuss." I said, "What's that?" Mr. Sager says, "Well, I understand you won't wear your safety shoes. One day you had your hard hat off, and there has been some talk about your production." I said, "That's bullshit." I said, "The only [128] thing Smithback is worried about is my union activity."

He said, "Well, I've got to talk to Denny Defferding and I'll call you at 7 o'clock tonight at the cabin and we've got to get this straightened out, and I want to hear both sides of the deal," and once again he said, "I told you I don't want you talking about the union. I don't want any union activity. I don't want you talking about gambling. I just want you to work. Go back and find Smithback and get to work." I said, "Yes, sir."

Q To what extent, if any, had you failed to wear your hard hat on September 12th or 13th? Or the 14th?

A On the 12th of September when we had coffee, I had coffee with Denny Moran and Everett Hall at their desk and I took my hard hat off at that time. That is the only time I had my hard hat off on this job.

Q Was that break time?

A Yes, it was.

Q And was that indoors?

A Yes, it was at Everett Hall's desk. I didn't have any coffee with me and he had a coffeepot there, and he invited me to have coffee with him.

Q When you left the office, did you or did you not put your hard hat back on?

A Yes, I did. The office was not a partitioned off office. It was just a desk and whatnot the way we were working there.

[129] Q Were there any other occasions that you did not have your hard hat on while on the job?

A No, there was not.

Q Okay. You talked a little about—did Ev Hall and Denny—was Denny Moran in their during that time?

A I think at that time he was, yes.

Q Okay. Did either of them have their hard hats on?

A No, they did not. I did have my hard hat off another time or so when we was on break, but when I was working I always had my hard hat on.

Q Okay. Were you aware of any rules regarding the wearing of hard hats on break?

A No, I was not.

Q Regarding safety shoes, to what extent, if any, effort has been made by you or anyone else to obtain safety shoes for you?

A Well, on the first night I was on the job I rode back to the cabin with Smithback and he took me to the bootery to get safety shoes and they was closed. The next morning I mentioned it to Smithback that I needed to get safety shoes. He said, "Yes, I'll come and get you at lunch and we'll go out and get you safety shoes at lunch." He didn't appear. I didn't have a car. On the 14th at noon he took me out and I bought safety shoes. After I got back—

Q From your safety shoes?

[130] A No, prior to that. After I got back from talking to Ron Sager, in the presence of Denny Moran, Everett Hall, Reinders, Steiner, and I do not know whether Grow was actually present at that time, but he was on the job.

He had gotten his permit to work until he took his state test. I said to Rod, "I understand you are not satisfied with my work." I said to Denny Moran and Everett Hall, "Are you satisfied with my work?" "Oh, we're very satisfied. We're satisfied with all you people's work." Smithback said, "Well, you don't have to worry about if they're satisfied. It's me, and I was only dissatisfied maybe on Tuesday morning." He said—

Q Prior to that time, on September 14th with your call with Ron Sager, had you ever been told by anyone from Town & Country or Boise Cascade that your work failed to meet any kind of expectations?

A No.

Q Had Mr. Sager ever been on the job that you observed?

A Not that I observed.

Q Okay. Okay, go ahead. I interrupted you.

A Also in that conversation I said, "What's this that you tell Sager that I won't wear my hard hat?" "Well, you didn't have your hard hat on the other day when you was having coffee with Moran and Hall," and Everett Hall piped up, "Hell, I seen you at lunch the same day. You didn't have your hard hat on." And I said, "About my safety shoes, I was always willing to [131] buy my safety shoes. What the hell you mean, I wouldn't wear them? I haven't got a car here. How am I supposed to get there?" So that noon is when he took me out to get my safety shoes.

Q By not having a car there, you mean a car at the job site during the day?

A No, I did not have a car at the job site during the day. They did not want us to have our own private vehicles on the job site.

Q Okay. Anything else in that discussion with Smithback about your job performance?



A No, not really other than that once again I think he said, "I don't want you talking about the union or anything else." He said, "I just want you to work."

Q Did you engage in any kind of union activity that day on the 14th?

A Oh, yes.

Q Okay. When was that?

A At noon we got talking about the union and we got talking about Town & Country's great Christmas party, and I said, "Let's call the business agent from 294," I said, "Bob Jensen," I said, "maybe we could get him to petition for an NLRB election and you'll be in by time for Christmas. They really have a good Christmas party." And Smithback jumped up, "Don't answer. Don't answer. Don't say a word. Just don't [132] say a word." He said, "I don't want you talking about the union. I don't want you talking to these guys about the union. I don't want you to hear it. I don't want you talking to it on your road, at the job, at the cabin. I just don't want you even mentioning it."

Q Did you say who was there at that time?

A Mike Grow, Tom Steiner, Randy Reinders, Smithback and myself.

Q Okay.

A At this time I said, "Well, I just thought maybe that you wanted Bob Jensen to come out here. It would be nice, and we'd have a little meeting and petition for an election."

Q Who is Bob Jensen?

A He is the business agent out of 294 in Hibbing. At that time Mike Grow said, "Yeah, we'll have a meeting all right. We'll have the meeting at the bottom of the lake. How good are you at wearing anchors?" I didn't say any more.

JUDGE HARMATZ: Who was it that said this now?

THE WITNESS: Mike Grow.

JUDGE HARMATZ: Mike Grow is the one who asked you about the bottom of the lake?

THE WITNESS: Yes, he is.

JUDGE HARMATZ: He was just a co-worker, right?

THE WITNESS: He was the guy that that day had been allowed to come back on his job because he had made [133] application to the State Board of Electricity to take his test.

JUDGE HARMATZ: I see.

BY MS. BRAMMER:

Q Now that night, did Mr. Sager call you at 7 as he had indicated?

A No. When I got thinking about what Rod said that — about my production, the more I didn't like it. So I said, "You know, Rod, there is a few things I want to talk to you about." I said, "What's this that you told Sager I wanted to quit the other day?" "Oh, no," he says, "I didn't say you wanted to quit. In fact, Ron Sager says, 'Rod, whatever you do, don't make Malcolm mad'." That isn't the term, but what it meant. "Don't make Malcolm mad because the only reason we can be on the job is because he is licensed, and if he leaves we can't be there." That's what Rod told me.

He said, "I never told him that, and I only questioned your production on Tuesday morning," and I said, "Well, Rod, if you're man," I says, "get on the phone there and you call Ron Sager and tell him about that production. That was bullshit. I was tending for Reinders and Steiner and they were actually setting the pace." So Rod got on the phone and he told Sager, he said, —

Q Did you hear Rod on the phone?

A Yes, I did. Yes, I was standing right beside him. He [134] said, "Ron, that was bullshit about Mickey's pro-



duction. Steiner and Reinders were setting the pace and he was moving the scaffold for them and handing out material." Then he handed me the phone and he said, "Sager wants to talk to you." I said, "Okay." So I got on the phone and Sager said, "I want you to call 414, or whatever number it was, collect." It happened to be Steve over in Ameristaff.

I got Steve on the phone and said—Steve told me, "Mickey," he said, "we got a little flapdo. The State Board of Electricity won't let me hire people for Minnesota to work as an electrician because we haven't got a license so I guess whatever contract I have with you has to be done." I said, "Okay," I said, "how about my pay?" He said, "Well, send out your time sheets and just give them to Rod and he'll send them in to me. What shall I do with your check?" I told him, "Just send it home." I said, "Steve, how about Town and Country then, are they going to pick up my time, am I going to be working under their payroll or what?" I don't know," he said, "you've got to call Ron Sager back."

So I called Ron Sager back. This time he wasn't near as friendly as he had been the last few times. I said, "Just what is going on here? What's my status?" I said, "Are you going to pick me up or am I working directly for you, or what's this?" And he said, "Absolutely not. You have never worked for us. You didn't get a raise. You thought you was a [135] supervisor. I never told you that." I said, "Well, what about my check?" "I don't care about your check." I said, "I'm going to stay here until I get my check." "I don't give a damn what you do. I'm getting tired of it. You don't work for us. You don't understand."

I said, "I'm not leaving here until I get my money." "I don't care what you do. If you don't get off this job, I'm going to call the guards and have you escorted off the job."

Q Did you ask Mr. Sager or discuss with him at any time during that phone call who your employer had been?

A At that time I said, "Who the hell do I work for? I work for Town & Country." "No," he said, "you work for Ameristaff." I said, "Well, I'm supervising your people. They're working on my license. I use your tools. Smith-back says I work for them. What do I know?" "Well, you don't work for us," he says. "When did I get my check?" He says, "I'll call tonight at the cabin. Now I'm going to hang up now."

Q At any time during that conversation did Mr. Sager say anything about why you were being terminated or weren't being picked up by Town & Country?

A Well, we got into a conversation about it. He never ever told me why. He didn't know.

Q Why he didn't know what?

A He never said why I was being terminated. Basically I don't even know that I'm terminated yet.

[136] Q Did he ever mention—

A I have no slip.

Q Did he ever mention low productivity as a reason why you weren't being picked up by Town & Country during that call to you?

A No.

Q Or with you?

A Low productivity was never mentioned to me.

Q Did he ever mention the hard hat or the steel toed shoes?

A He had mentioned the hard hat that morning and the steel toed shoes, but in that conversation he didn't mention it. I had on my steel toed shoes at that point in time.

Q Did you remain at the cabin—these calls were from the cabin, is that right, where you were being housed?

A No, we were at the job site at that time.

Q Oh, you were at the job site at that time. Did you remain at the cabin that night?

A Yes, I went back to the cabin about 9-9:30.

Q Did you receive or make any calls that night to Mr. Sager or Mr. Buelow?

A No, I think Smithback said he was going to make a call. I said, "When do I get my check?" He said, "Well, your check will be delivered to you in the morning." I said, "Well, I'm not going to be home in the morning." He said, "We'll give it to your wife." I said, "I don't have a wife." He said, [137] "We'll just deliver it to your house and you'll pick it up." I said, "Well, I'm not going to be at my house." He said, "Where are you going to be?" I said, "Hell, I don't know. Maybe I'll be in Chicago."

Q Did you get your check that night?

A No, I didn't.

Q And when did you leave the cabin?

A I left the cabin about 2:45 on the 14th, 2:45 a.m. On the Friday. It would be the 15th. 2:45 a.m. on the 15th. I drove down to the union hall and met with Mike Priem. I was very concerned about my check and Mike Priem and I—

Q Okay. Just a minute.

Okay, go ahead. You had some concerns about your check?

A I had some concerns about my check and why I was left go, and Mike Priem called Ron Sager that afternoon and Ron—

Q Was that the afternoon of September 15th?

A Yes. Ron Sager said, "We put his check in the mail this morning."

MR. PEASE: Objection. That is hearsay.

JUDGE HARMATZ: Sustained.

MS. BRAMMER: As to what Mr. Sager said?

JUDGE HARMATZ: As to what Mr. Sager said. Well, I sustained the objection. He is talking to Mr. Priem on the phone. He said that Mr. Priem called Mr. Sager on the telephone. It is hearsay until you establish a foundation,

[145] Q Did you get an application?

A No, I didn't. Fact is, I asked for the application to be sent to Grand Rapids, Minnesota in care of my sister.

Q Did you give them your full name?

A Yes, I did.

Q Did you indicate to them that you were a Class A or Master Electrician?

A Yes, I did. In fact, I talked to them twice because I give them the wrong zip code for Grand Rapids and called them back and give the right one.

MS. BRAMMER: Nothing else for this witness.

MR. GORDON: Your Honor, I'd like to ask a few questions on the compensation aspect.

JUDGE HARMATZ: Okay.

MR. GORDON: As the witness has been referred to as having received compensation.

JUDGE HARMATZ: Okay.

#### CROSS-EXAMINATION

BY MR. GORDON:

Q Mr. Hansen, as of September 7th when you went over to the Embassy Suites and applied for employment, were you aware or did you have any knowledge at that point in time that you would receive any compensation from Local 292 by way of differential compensation?

A No, I was not.



[146] Q At the time you were working up at the Boise Cascade facility in September, 12th, 13th and 14th, at that time did you have any knowledge that you would receive any differential compensation from Local 292?

A I had no knowledge of that and I did not know I was going to receive any differential compensation.

Q When did you first learn that you were going to receive some compensation?

A When I first learned I was going to get any compensation for it was the 15th after I got back from the Falls and I was in the hall. I told Mike Priem, "I bought these boots. They cost me 90 bucks. Town & Country told me they was going to reimburse me \$30 of it. They haven't. What am I out, the 90 bucks? I don't wear these shoes normally." Mike said, "We'll the market recovery fund to pick that up for you."

Q And then you subsequently received other compensation representing differentials as well?

A I found out about that approximately the 26th of September.

MR. GORDON: That's all I have, Your Honor.

JUDGE HARMATZ: Okay.

Mr. Pease?

MR. PEASE: I would request affidavits and suggest that perhaps this might be an appropriate time for a lunch break.

JUDGE HARMATZ: Before we do that, let me just ask a few [147] questions that have occurred to me.

What was your shift up there at International Falls?

THE WITNESS: Are you speaking to me?

JUDGE HARMATZ: Yes.

THE WITNESS: We worked at 7. We worked until 5:30.

JUDGE HARMATZ: And how much time did you have for lunch?

THE WITNESS: A half hour.

JUDGE HARMATZ: Okay.

Off the record.

(Discussion held off the record.)

JUDGE HARMATZ: On the record.

Is your witness in place?

MS. BRAMMER: Yes. John Quinn, please.

Whereupon,

#### JOHN QUINN

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

JUDGE HARMATZ: Watch the wires.

#### DIRECT EXAMINATION

BY MS. BRAMMER:

Q By whom are you employed?

A I am employed by the State of Minnesota, the Board of Electricity.

Q If I could ask you, please, to close your notebook unless it becomes necessary to open it, and then we can talk about it [148] at that time.

A Okay.

Q Thank you.

How long have you been with the Board?

A I've been with the Board since 1972.

Q And what is your position?

A My position is executive secretary.

Q Could you describe what the responsibilities and authorities of that position are?

A The responsibility and authority of the position is to enforce the Minnesota Statutes governing licensing of electricians, inspections of electrical installations, keeping the Board's records.



Q Okay. And would you briefly describe what the State Board of Electricity is and what its functions are?

A The State Board of Electricity is a board made up of eleven persons appointed by the governor who regulate the electrical industry in Minnesota. They license all the category of electricians and they have approximately sixty field people doing electrical inspections throughout the state.

Q Showing you what has been marked as General Counsel Exhibit 9, can you describe what that is?

(The witness was proffered the document.)

A These are the Board's complete current laws and [149] administrative rules regulating the licensing of electricians and the inspections of electrical installations.

Q And were these in effect on September 11th through the rest of the month of 1989?

A These rules—the majority of the rules went into effect—had been in effect prior to that. There were one or two rules that became effective September 12th, 1989.

Q Just briefly, what did those pertain to?

JUDGE HARMATZ: No, no. There is a rule pertaining to manning, the ratio between journeymen—licensed journeymen and unlicensed personnel?

THE WITNESS: Um-hum.

JUDGE HARMATZ: Was that changed at any time in 1989?

THE WITNESS: That went into effect—I don't have the date that went into effect. That went into effect in December of 1988.

BY MS. BRAMMER:

Q And any rules that may be contained as far as the licensing of contractors, would those have undergone any changes on September 12th?

A There have been some changes in the rules that went into effect on September 12th that added some new re-

quirements for marking of vehicles, advertising requirements, and this nature.

Q Okay. As executive secretary of the State Board of [150] Electricity, do you have access to information regarding applications for electrical contractor licenses?

A Yes, I do.

MS. BRAMMER: At this time I'd like to offer General Counsel Exhibit 9.

MR. PEASE: No objection.

JUDGE HARMATZ:

MR. GORDON: No objection.

JUDGE HARMATZ: General Counsel's 9 is received.

(The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 9, was received into evidence.)

BY MS. BRAMMER:

Q Showing you what has been marked as General Counsel Exhibit 10, can you identify what that is?

(The witness was proffered the document.)

A This is an application for an electrical contractor's license received by the Board from Town & Country Electric of Appleton, Wisconsin.

Q And what is the effective date on that?

A The effective date is 9/11/89.

Q According to Minnesota State Statute, what would be the ramifications of a contractor performing electrical work in [151] this state prior to the effective date of its license?

A That would be a violation of Minnesota Statutes. They would be probably sent a warning letter the first time and taken to court the second time.

MS. BRAMMER: Offer General Counsel Exhibit 10.

MR. PEASE: No objection.

JUDGE HARMATZ: General Counsel Exhibit 10 is received.

(The document referred to, having been previously marked for identification as General Counsel's Exhibit No. 10, was received into evidence.)

BY MS. BRAMMER:

Q Are you aware whether Town & Country Electric had a license in this state prior to September 11th?

A In checking our records, we found no company licensed under that name.

Q Do the Minnesota State Statutes which are in evidence as General Counsel Exhibit 9 address in any way who a licensed electrician must be employed by in order to have electrical work satisfy the statutory requirements?

A Minnesota Statute 326242.6 points out that a person employed must be an employee of the contractor.

Q The contractor that is licensed?

A Yes.

[187] shop”?

THE WITNESS: On my interview I heard them say they were a merit shop.

JUDGE HARMATZ: You did hear them say that they were a merit shop. Did you know what that meant?

THE WITNESS: I basically knew what that meant, yes.

JUDGE HARMATZ: And who said that they were a merit shop? Mr. Buelow, Mr. Sager, Mr.—what's his name?

MR. PEASE: Defferding.

JUDGE HARMATZ: —Defferding?

THE WITNESS: I believe it was Mr. Sager or Mr. Defferding at the interview.

JUDGE HARMATZ: You don't know what a merit shop is, do you?

THE WITNESS: A merit shop is basically a nonunion shop, I believe.

JUDGE HARMATZ: Right. Did you know it then?

THE WITNESS: Why, yeah.

JUDGE HARMATZ: Okay. You may continue.

MR. PEASE: Thank you.

BY MR. PEASE:

Q Going back to before you actually went into your interview with Mr. Sager and Mr. Defferding, when Mr. Sager came out and confirmed that those without appointments wouldn't be interviewed and you said that you did have an [188] appointment, and said you would call Skip Humphrey, isn't it true that Mr. Sager said he would check and if you did have any appointment, they would give you an interview?

A Yeah, he told me he would check after he told me that he would call the police.

Q Isn't it true that in the interview you said that you had always worked union? You told them you had always worked union?

A Yeah, I believe, yeah. I've always worked union.

Q Would you tell us what you told Mr. Sager and Mr. Defferding when you described your work experience to them? I would like to hear what you told them.

A I told them—they wanted me to go back to I think 10 or 15 years. I said, “No, I would go back to 1956 when I started. I started in 1956 as an operator on a line job between Aurora and Schroeder on the North Shore. I went in the service. I come back. I put my apprentice in through the line job in 1965. I was up at Pengilly, Minnesota. I was general foreman on a job for Bechtel Corporation. I then returned to the cities. I worked on the missiles. I worked



in refineries throughout the country. I worked in Alaska. I've done high voltage work. Worked for the City of Minneapolis. I've worked in hospitals. I've worked in powerhouses, and so forth." The best of my recollection. I can't —

[189] Q Did they ask you anything about doing any rigid conduit work?

A I believe they asked me about rigid conduit.

Q And what was your — what did you say at that time?

A I think I probably told them I was probably one of the best rigid conduit people in this local.

Q Did you say anything about the extent to which you had actually run jobs, rigid conduit jobs?

A Yes, I have.

Q No, I want to know what you told them.

A Well, when I was a general foreman for Bechtel Corporation I was running rigid conduit.

Q Did you tell them that at the interview?

A I could of or I couldn't of. I can't remember. That was three months ago.

Q Isn't it true that there was some union people working on the Boise Cascade — construction workers working, performing maintenance work or work inside the facility, at the Boise Cascade project?

MR. GORDON: Objection. Irrelevant.

MR. PEASE: There was an assertion that the customer said you can't use any signatory employees.

JUDGE HARMATZ: Yes, well how does that collide with the customer's use of union people? How is that?

MR. PEASE: Well, Town & Country's customer is Boise [190] Cascade.

JUDGE HARMATZ: The fact that the — never mind. Go ahead. Overruled. I don't consider this to be relevant, but I'll let you ask it.

THE WITNESS: Restate your question, please.

BY MR. PEASE:

Q Isn't it true that there was a masonry — a union masonry contractor working in generally the same area that you were in at the Boise Cascade facility?

A I don't know that they were union, no.

Q Isn't it true that when you were at the — on the job at the Boise Cascade facility that you showed Town & Country Electric employees a picture ID identifying yourself as a union organizer?

A I've never had a picture identifying myself as a union organizer.

Q Would you answer the question?

MR. GORDON: I believe he did.

THE WITNESS: No, I have never had a picture that identified me as a organizer.

BY MR. PEASE:

Q Going back to the Embassy Suites interview, isn't it true that in the — after the — Mr. Sager and Mr. Defferding called you back in and told you that you would be accepted, or whatever they told you, isn't it true that Mr. Sager told you

[193] A West of Minneapolis.

Q West of Minneapolis. About how far?

A I think from Highway 494 and 55 it says it's 29 miles, so that's probably 20 miles off to that point. I suppose 50 miles from downtown from this building right here approximately.

Q You referred to a market recovery fund, the union's market recovery fund. What is that? What is it?

A I don't completely understand all of it, but it's monies that they use to target jobs with to get jobs to compete with nonunion contractors.



MR. PEASE: I have no further questions of this witness at this time.

JUDGE HARMATZ: General Counsel?

#### REDIRECT EXAMINATION

BY MS. BRAMMER:

Q On Respondent's Exhibit 8, which is the long paper with some handwriting on it, do you recall at what date those notes were documented?

A Those notes were documented on the 15th and the following Monday after the 15th of September from notes that I had kept at the Falls.

Q Referring you to the day that Bob Johnsen was at the Boise Cascade job site, at the time that Johnsen had asked to see your license, was Smithback near you at that time?

[200] control, and it is hard to overcome that hurdle so anyhow, you can consider it.

MS. BRAMMER: Okay. This is what — I think potentially I had one witness I was going to call on some joint employer question and also some other reasons. Maybe I could just ask that witness some joint employer related questions and then forego a couple of the others I was thinking of.

JUDGE HARMATZ: Right. That might be good.

MS. BRAMMER: Okay.

JUDGE HARMATZ: That might be good.

MS. BRAMMER: I'll think about that. Thank you.

JUDGE HARMATZ: Off the record.

(Brief recess taken.)

JUDGE HARMATZ: Okay.

Go ahead.

MR. PEASE: Local 292 has produced a photocopy of its check to Malcolm Hansen and it is my understanding they are prepared to stipulate with us to the authenticity of that as the payment referred to by Mr. Hansen.

JUDGE HARMATZ: Okay.

MR. PEASE: Offer Employer 9.

MR. GORDON: We are prepared to stipulate that that includes monies paid to Mr. Hansen.

MR. PEASE: Right.

MR. GORDON: Correct.

[201] JUDGE HARMATZ: What else will it consist of?

MR. GORDON: Well, it is all money paid to Mr. Hansen. I think if we want to establish whether all those monies were paid to Mr. Hansen in connection with his activities up at Boise, then that would be a subject of inquiry.

MR. PEASE: Well, then we ought to do that.

MR. GORDON: Yes.

JUDGE HARMATZ: Okay.

MR. GORDON: I mean that's —

MR. PEASE: Where is he?

MR. GORDON: Or maybe I can find that out and do it by stipulation.

JUDGE HARMATZ: Okay.

MR. PEASE: That's fine.

(Pause.)

MR. GORDON: Okay. It is all money in connection with his accepting employment with Town & Country at Boise.

JUDGE HARMATZ: Okay. Pursuant to that agreement on this document, Respondent's 13 is received.

MR. PEASE: Respondent's 9, I believe.

MR. GORDON: Your Honor —

JUDGE HARMATZ: Is that Respondent's 9? I'm sorry. I gave the General Counsel credit for that.

MR. GORDON: Is it too late to object to relevance?

JUDGE HARMATZ: Huh?

[202] MR. GORDON: I stipulated to authenticity.

JUDGE HARMATZ: No, it's not too late.

MR. GORDON: I'd like the record to at least show an objection based on relevancy to that document.

JUDGE HARMATZ: Okay. Overruled.

Respondent's 9 is received.

(The document referred to, having been previously marked for identification as Respondent's Exhibit No. 9, was received into evidence.)

JUDGE HARMATZ: Okay. All right. Now, Ms. Brammer?

MS. BRAMMER: Okay. During the recess I did carve several pages of testimony out so—

JUDGE HARMATZ: I know how hard that was for you.

MS. BRAMMER: Steven Buelow, please.

JUDGE HARMATZ: Steven Buelow.  
Whereupon,

#### STEVEN BUELOW

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

#### DIRECT EXAMINATION

BY MS. BRAMMER:

Q Would you spell your last name for the record, please?

A It's B-U-E-L-O-W.

[203] Q And you are president of Ameristaff, is that correct?

A Correct.

Q And one of your clients is Town & Country Electric, is that correct?

A Yes.

Q And about how long has that relationship existed?

A Since June of 1987.

Q And have you had Town & Country as one of your clients on job sites other than the Boise Cascade job site in International Falls?

A Correct.

Q Have you had them as a client for any jobs in the State of Minnesota prior to September, 1989?

A No.

Q How is Ameristaff compensated for its services to Town & Country, and specifically for Malcolm Hansen who—first let me ask this. Was Malcolm Hansen the only employee who was obtained by Ameristaff for the Boise Cascade job?

A Malcolm was the only Ameristaff employee that worked at Boise Cascade.

Q Okay. And how did Town & Country compensate you for your services regarding Malcolm Hansen?

A We billed them as we bill any other employee.

Q And how is that?

A We have a formula that we multiply times the wage, add in

[208] A Would you rephrase that?

Q Yes. Were those qualifications that were articulated to you by Town & Country some time prior to September 7th?

A Yes.

Q Whose idea was it for Ameristaff to prescreen anyone who called in response to your advertisement?

A The—I guess generally we would have done all the screening and additionally the interviews as well.

Q Whose idea was it for you to do that?

A That is the service we provide for our clients.



Q You always prescreen calls?

A Right.

Q And who establishes the criteria used in those prescreenings, the client?

A We have—we get an idea of what the company is looking for, correct.

Q So based on what the company tells you they are looking for, you establish criteria that you would use for prescreening?

A Right, and—

Q Okay.

MR. PEASE: I believe the witness was going to continue.

MS. BRAMMER: That was responsive to my question.

BY MS. BRAMMER:

Q Now when a caller would respond to the advertisements in [209] the Minneapolis paper for licensed journeymen electricians that had Ameristaff's number in that ad, you answered those calls on occasion, didn't you?

A Sure.

Q Okay. And when you answered those calls, you asked if they were interested in union or nonunion work, didn't you?

A I believe I asked their preference, yes.

Q Okay. And you instructed Lorrie O'Mellan to do the same, is that correct?

A Sure.

Q Okay. Now that wasn't your idea to ask that on the phone, was it?

A To ask if they preferred union?

Q To ask if there was a preference for union or non-union work.

A I believe it was, yes.

Q You came up with that on your own?

A I guess if I could explain, and this might get a little longwinded. I don't know what you want me to say. This

refers back to another case involving Town & Country, maybe a month or two prior to that.

Q No, I don't think that would be relevant.

A Okay.

Q But what I want to know is you have testified that based on criteria that your clients tell you they are concerned [210] about, you would formulate some kind of prescreening questions as a routine service to your clients?

A Generally that is not done at all on the phone. Usually the people come in and fill out applications. In this case they were calling in from out of state. We needed to simply verify that they were available for work at the project up at Boise, yes.

JUDGE HARMATZ: But you knew at the time you were getting these responses, from the very time you got the first response to the ad that was in the Minnesota—Minneapolis paper, you knew that the qualification had been established for people willing to work for a merit shop?

THE WITNESS: Correct.

JUDGE HARMATZ: And that simply translated to you into this question you asked prescreening what their preference was?

THE WITNESS: Correct.

JUDGE HARMATZ: Okay. You may continue.

BY MS. BRAMMER:

Q And then you relayed the information that you gathered from those proceedings to Town & Country, is that correct?

A Some time later, yes. Initially I didn't know the job was at Boise.

Q Some time between September 1st and September 14th you relayed that information?

[235] the ads that were run on Sunday. I called Ron some time late morning or whatever to tell him that there was a



fairly decent response coming in. At that time I told him I'd get back to him. He called later and talked to Christine, and Christine informed Ron that I had planed to come out to Minneapolis, rent out some space and conduct some interviews.

Q I just—what I would like you to do. Were there some conversations in which Mr. Sager told you the qualifications or the criteria that you were to use in finding people for him?

A Yeah. I don't know exactly when it would have been. I guess it would have been on September 5th. The 1st is when we initially just talked about "are there any people available". The 4th was Memorial Day. Nobody worked on Monday. So I guess it would have been Tuesday morning, on the 5th, Ron said the people had to be willing to travel. They had to be willing—he made it clear that he wanted them to be able to work a merit shop job.

Q What did you understand him to mean by that?

MS. BRAMMER: Objection.

JUDGE HARMATZ: Overruled.

BY MR. PEASE:

Q What did you understand him to mean by that statement?

A To be able to work the job. I didn't know where the job was at at that time, but what it meant, Ron said it was a new [236] client of theirs. He wanted to make sure that people were willing to work a merit shop job. This goes back to what I asked the other counsel if they wanted me to get into. Some time before that Ron needed somebody to bend some pipe, and I knew an electrician who was a member of the Appleton Local. I asked him if he would go there to work this job, and he said, "No, because it was with Town & Country", and I said, "So what"? And he said, "Well," he says, "I can't go to work there." And I

said, "Well, why can't you go to work there?" He said, "Because I signed an agreement saying I wouldn't go to work for a nonunion contractor." He said, "Find me work with somebody out of the Green Bay Local," and then he said, "My local won't know about it and it will be fine, or else find me work with a union contractor," so we did end up placing the guy with Valley Electric, a union contractor out of Appleton.

What that tells me is—

JUDGE HARMATZ: Do you want to know what it tells me? Nothing.

THE WITNESS: Okay.

JUDGE HARMATZ: But go ahead.

THE WITNESS: What that tells me is that when Ron says if they have to be available to work at—that's where the whole question of do they prefer union or nonunion work. If they said they prefer—if they said it didn't matter, okay, [237] fine, it doesn't matter, but if they said they preferred union work, then we had to ask, "Will you work a nonunion project because if you won't accept that job,"—you know, I never heard anything about the salt rule until today, that they could go to work.

JUDGE HARMATZ: Okay. The long and short of it is—

THE WITNESS: I needed to find out if they were available.

JUDGE HARMATZ: —you, just like myself and everybody else in the trade who has any sense of honesty, acknowledges the fact that merit shop is the same way to describe the term that is used to describe a nonunion shop.

THE WITNESS: That's how I understood it.

JUDGE HARMATZ: Sure.

BY MR. PEASE:

Q Did Town & Country tell you to screen out union members?

A No, it was again Ron said that they had to be willing to work this project, and that's what I — when I questioned people or when I asked Lorrie to screen, they had to be available to work the project. There were some who outright refused to work up there. Obviously then they are not available to work.

Q When a client, any client, says that they no longer wish to use an Ameristaff employee, does that mean that Ameristaff automatically terminates the employee? What happens when an

[255] A I think we had a couple of contracts, yes.

Q Where were those?

A I believe the Hastings Dam and I think there was another project that was on the outskirts. I just heard that we had a couple of them. I don't know for sure. I know Hastings was one of them.

Q You were first licensed in this state on September 11th, is that correct?

A I don't know. I just saw that document for the first time today. I don't — ma'am, I don't take care of those things in the company.

Q Okay. As of September 7th, have you done any work in the State of Minnesota other than the Boise Cascade job?

A Since September 7th?

Q Right.

A Not to my knowledge.

MS. BRAMMER: Nothing else.

MR. GORDON: I don't have any questions.

MR. PEASE: Just a few to clarify the record.

# CROSS-EXAMINATION

BY MR. PEASE:

Q Where were you a member of the IBEW?

A In Appleton, Wisconsin. Local 577.

MR. PEASE: I intend to call this witness as part of my case.

[258]

# CROSS-EXAMINATION

BY MR. GORDON:

Q Mr. Sager, in that first two or three week period in September, 1989, you were needing electricians for the project or job you had at Boise Cascade —

MR. PEASE: Object. Beyond the scope.

JUDGE HARMATZ: Beyond the scope.

MR. GORDON: May I ask, Your Honor, why the company did not ask for the applications from Ameristaff?

JUDGE HARMATZ: No. Beyond the scope. But you can write it down. I'm sure it's going to be within the scope later.

MR. GORDON: I have nothing further.

JUDGE HARMATZ: Anything further?

MR. PEASE: Not from me.

JUDGE HARMATZ: Thank you, Mr. Sager.

(Whereupon, the witness was excused from the stand.)

MS. BRAMMER: Roger Kolling. I'll go get him.  
Whereupon,

# ROGER KOLLING

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

# DIRECT EXAMINATION



BY MS. BRAMMER:

Q Would you spell your last name for the record, please?

A Yes, it's K-O-L-L-I-N-G.

[259] Q And by whom are you employed?

A I'm employed with Kuntz Electric. He's a nonunion contractor in Rochester.

Q And are you employed by an local union?

A I am now, yes.

Q And what is your position with the local union?

A I was put on as a business rep on the 4th of December.

Q And what local is that?

A 343.

Q Are you a licensed electrician?

A Yes, I've got an A Master's License.

Q Would you repeat that, please?

A Yes, I've got an A Master's License.

Q Showing you what has been marked as General Counsel Exhibit 16, could you take a look at that and identify that if you can?

(The witness was proffered the document.)

A Yes, this is a job service introduction card that —

Q I'm sorry. What did you say?

A This is a job service introduction card that Dick Perez gave me on the 18th.

Q And Dick Perez is who?

A He is the second in charge of the job service in Rochester, Minnesota.

Q Okay. And this served to introduce you for the purpose

[266] current business rep there. Do you know when Local 343 was chartered?

A It was about thirteen years ago when we were chartered.

Q Does the local have bylaws?

A Yes.

Q And it is affiliated —

A Affiliated with AFL-CIO.

Q And do you know how many bargaining units are represented by the local?

A Well, basically we've got three.

Q And do you know whether employees are involved in levels of the local union's activities?

A We have a lot of volunteer action going on with employee involvement, yes.

Q Employees on negotiating committee?

A Yes, we have volunteers on the negotiating committee.

Q Bargaining unit employees on the executive board?

A On the executive board.

Q Okay. How many contracts are negotiated and administered by Local 343?

A Well, basically it's three. You know, we have our regular inside agreement. We have a space agreement which is low voltage and then we have a residential agreement.

Q Okay. I have one more question to ask you as business rep for 343. I'm going to name some names and I want you to [267] tell me if they are on the payroll of Local 343 or not. Ken Axt?

A No.

Q Harley Barton?

A No.

Q Roger Chartrand?

A No.

Q Stephen Claypatch?

A No.

Q Dave Hagen?

A No.

Q Bob Ahlman?

A No.

Q Craig Jones?

A No.

Q Steven Shannon?

A No.

Q Steven Leyendecker?

A No.

Q Michael Priem?

A No.

Q Robert Printy?

A No.

Q Greg Shafranski?

A No.

[268] Q Donald Larson?

A No.

Q Malcolm Hansen?

A No.

MS. BRAMMER: Okay. Nothing else.

#### CROSS-EXAMINATION

BY MR. GORDON:

Q How many employers do you have that are covered by those three basic agreements that you've got?

A Well, we have a multi-bargaining unit. In other words, all of the contractors, approximately forty of the contractors, are—belong to that multi-bargaining unit.

Q So approximately forty employers covered by the inside—

A Inside agreement, yes.

MR. GORDON: That's all.

MR. PEASE: Does General Counsel have a statement?

MS. BRAMMER: Yes, I do. I have an affidavit and also an attachment that was provided with that affidavit, and also General Counsel Exhibit 16 was attached to the affidavit.

MR. PEASE: May we have a brief recess, Your Honor?

JUDGE HARMATZ: Five minute recess.

(Brief recess taken.)



BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION EIGHTEEN

In the Matter of:

Case No. 18-CA-11035

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

CHARLES EVANS, AN INDIVIDUAL, CHARGING PARTY.

Case No. 18-CA-11044

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 292, AFL-CIO, CHARGING PARTY.

Case No. 18-CA-11080

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 343, AFL-CIO, CHARGING PARTY.

Wednesday, December 13, 1989

[294] Room 471  
Federal Building  
110 South 4th Street  
Minneapolis, Minnesota

The above-entitled matter came duly on for hearing pursuant to notice, at 8:25 a.m.

BEFORE: THE HONORABLE JOEL A. HARMATZ  
Administrative Law Judge

APPEARANCES:

*On behalf of the General Counsel  
National Labor Relations Board:*

FLORENCE I. BRAMMER, ESQ.

Region Eighteen, National Labor Relations Board

Room 316 Federal Building

110 South 4th Street

Minneapolis, Minnesota 55401

*On behalf of the Respondent – Town & Country:*

JAMES K. PEASE, JR., ESQ.

Melli, Walker, Pease & Ruhly, S.C.

119 North Martin Luther King, Jr. Drive

P.O. Box 1664

Madison, Wisconsin 53701-1664

*On behalf of the Charging Party:*

STEPHEN D. GORDON, ESQ.

Gordon, Miller & O'Brien

1208 Plymouth Building

12 South 6th Street

Minneapolis, Minnesota

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## PROCEEDINGS

8:25 A.M.

JUDGE HARMATZ: The Hearing is in order. Mr. Pease.

MR. PEASE: Call Ron Sager.  
Whereupon,

## RONALD SAGER

having been previously duly sworn, was recalled as a witness herein and was examined and testified as follows:

## DIRECT EXAMINATION

BY MR. PEASE:

Q By whom are you employed?

A Town and Country Electric, Incorporated.

Q And what is your position with Town and Country?

A I'm Manager of Human Resources.

Q How long have you held that position?

A Since May 8th of 1984.

Q What are your duties and responsibilities in your current position?

A I handle all personnel functions, all benefit lines, all of the indentured apprenticeship training, I also handle all of the incoming litigation and all of the education for the company.

Q Would you please briefly describe for us the work of Town and Country Electric?

[297] A We are a electrical contractor, have been in business since 1972 and started out in mainly light commercial and medium commercial jobs and in the last six years we have grown from around 29 to 30 employees to approximately 260.



Q Can you give us some indication as to the comparative size of Town and Country with—for example with respect to other non-union contractors in the State of Wisconsin?

A We are the largest merit shop or non-union company in the State of Wisconsin, I believe the 14th largest merit shop in the country and the 85th or 90th in the of all electrical contractors in the United States.

Q To your knowledge, to what extent if at all has your company been targeted for unionization by the IBEW?

A I first became aware of that a few years ago, I don't know if it was three or four years ago. A former employee of the company's founder father, Rollie Stephenson's father from Stephenson's Electric, then became a business agent, I had worked with him at Stephenson's Electric and Bob Stephenson was on the joint apprenticeship committee at the time, before he started with Town and Country.

We were invited over to a tavern that he owned, called the Job Site. At that time a business agent, Wesley Carlson informed us that we were—

MS. BRAMMER: Objection, hearsay.

JUDGE HARMATZ: Overruled.

[314] to him at that time.

Q Just for background, you mentioned you had worked for job service. When was it that you worked for job service?

A I don't know what date in January of 1979 and I worked there until May 5th, 1984.

Q And where was that work performed?

A Wisconsin Job Service Office.

Q And where was that Job Service Office located?

A In the Appleton area.

Q What happened after the Weseman interview ended?

A Steve Buelow came in and I said, "whose the next appointment" or he was in there or he came in, he was going in and out making phone calls from the bedroom and in and out and he said "none of them have appointments". I said, "what do you mean, all these people, how did they hear about us", he said, "I don't know they're here".

And I said at that point, I don't know what time it was, but I said, "hey if they—we've got to get back, we're late, none of them have appointments?" and he says "no" and I says, "well, why don't you double check if they don't have appointments" and Denny and I talked about it, I'd like to get back for the meeting, as bad as we need people, I don't know who these people are, if you didn't screen them like the others. And he says, "well I just—I'll call the rest of them", and I said, "go and check". He came back and—it was [315] a few minutes later and he said, "they are getting quite vocal and rude in there", I don't know if he used those words and I said, well—"then they won't leave". And so I said, "I'll go in there".

I think Steve and I walked in there, I started talking to them, I think Steve left after I starting talking to them and they were—they used some really rude language and a couple of them were grumbling, I don't know who they were in particular, I do know that I saw Malcolm sitting at the table closest to the window and there was a guy standing behind him.

I said, "look, if you guys aren't going to leave, I'm going to have to call hotel security and I'll let them deal with it because I just don't have time for this, I have to get back".

It was at that time that Malcolm says, this is bull shit or something to that effect, he says "I called and I have an appointment and I want my damned appointment or I'm going to call Humphrey" or somebody like that, I didn't know who the guy was at the time.

It was at that point I says, "I don't give a damned who you call, but if you've got an appointment I will check it out and I will honor that commitment" and that's what I said.

So I went and got Steve or Steve was out in the hallway or something and I said "Steve, can you check and see if this guy had an appointment", I believe he called his office and [316] said that Malcolm Hansen called in that morning. I wasn't going to argue or belabor the point and I went back in and I said, "I'm sorry, we will interview you but I will not interview anybody else, because we've got to get going".

It was at that point that we brought Malcolm in, Dennis and I and we started talking to him and there were a lot of questions asked and I don't recall all of the question—

Q Try to—as best you can, tell us what happened.

JUDGE HARMATZ: Excuse me, at that point when the people—when you spoke to the men, at the point where you had to threaten them with calling security, did you know or suspect that these people had union affiliations, any of them had union affiliations?

THE WITNESS: Yes.

JUDGE HARMATZ: You knew that they did?

THE WITNESS: Yes, I did because I think it was Steve Buelow said, it looks like all these guys—he went through the application and I think he was paging through them and he says "one is back in the room", before I went back into the room and told them that I wasn't going to interview anymore.

At that point in the back of my mind, I felt this was—that we in fact were being setup or harassed and it was at that point that I became somewhat defensive and I went into the room and I explained to them, I said, "hey look guys, we've got to get the people who had appointments, if

you [317] don't have an appointment, I refuse to interview you. We will not interview you".

JUDGE HARMATZ: Okay, so as part of this process of reporting to you what was going on in the waiting room, Buelow told you that he felt you were being either set up or harassed—

THE WITNESS: Right.

JUDGE HARMATZ: —by the union.

THE WITNESS: I think he showed a couple of applications and a couple of the applications on it—he said, "I think they're union" and he says, "I don't know what you want to do" and it was at that point we made the decision.

Then when I say "we", that was Dennis and myself.

JUDGE HARMATZ: Okay.

BY MR. PEASE:

Q At what stage—you had previously told us about a statement you made to Steve Buelow about—to the effect you were not going to interview the people who did not have an appointment?

A Yes.

Q Was that before or after Steve reviewed those applications and spoke to you as you've just described?

A I think it was—I said that to Steve before, before I went into the room. He told me that these people didn't have appointments and it looked like they were not the same ones [318] that he had set up.

I said, "well just tell them, I don't want to interview them, go in there and tell them." So Steve went back in there and came back and they were unruly and that's when I went back in there and told them.

Q At what point was it that he came in with the Applications, that Steve Buelow came in with the applications?



A He came in—people were still filling out applications at that time, some people were still filling out applications when I went in there.

Q So, it was after he got those applications?

A Yes, I think it was after Malcolm Hansen—after the first interview or something like that, after we had Malcolm Hansen interview or something like that. After we had Malcolm Hansen go out into the hall and Denny and I wanted to talk about that, that's when I think Steve was going through the applications at that point.

Q All right. I believe that you—

JUDGE HARMATZ: So Buelow reported to you that he felt that some of the people in the waiting room were not the people who had appointments?

THE WITNESS: Right.

JUDGE HARMATZ: And at that juncture, you said we're only going to take the people with appointments?

THE WITNESS: Right, because I didn't know who the other

[331] THE WITNESS: Yes, I do.

JUDGE HARMATZ: So everybody who does resign from the union would face the possibility of losing those benefits, you know that didn't you?

THE WITNESS: Resigning from the union or not working for the union?

JUDGE HARMATZ: Well, let me ask another question. You also knew that there were constraints in the international constitution against working non-union?

THE WITNESS: Yes, I knew that.

JUDGE HARMATZ: You knew that. And you also knew as you indicated to me, you also knew that employees who are union and who lose membership either

by expulsion or by withdrawal, resignation stand to lose retirement and health and welfare? You knew that too didn't you?

(No response.)

JUDGE HARMATZ: Let me put it another way. You know that the pension credits are based on multi-employer agreements that accumulate credits on the basis of work with signatory employers?

THE WITNESS: Okay, I am not that familiar with all of those types of things because we have people that are in the union that work for our company that—in fact we had one by the name of Jim Schreiter that was getting health benefits for over a year from the union, his health insurance and then he

[348] and you said that you had them at home.

And I guess that he hung up the phone and I don't think he was real happy about it and then Rod called me back and said that Malcolm was really angry at him over this whole issue.

Q Was there anytime that you were contacted from the job site, anything to the effect that Malcolm was or appeared to be a union organizer?

A Also on Wednesday, Rod Smithback called me, I don't know the sequence of events, I had so many phone calls that day, I tried to diffuse the situation. I told Rod, I said, "if you said he's an organizer or if he's talking union", I said, "you can't prevent him I want to give him the parameters of that". I said, "you can't tell him not to talk about anything on his break time, his lunch hour, before work or after work, on his personal time if he's in the restroom, whatever, you can't prevent that".

I said, "if he's talking too much, whether it's union, religion, sex, politics, hunting, fishing, whatever", I said,

"if he's talking too much while he's working, you can go up and say 'hey a little less talking a little more work', you can say that".

And I think Dennis Defferding was in my office at the time when I gave those instructions to Rod.

Q What' the next conversation that you recall regarding [349] Malcolm Hansen?

A Regarding Malcolm Hansen, I thing I called Steve Buelow up at that time, I don't know if it was Wednesday or not. I think it was Wednesday, I know I called him Tuesday for the increase and Wednesday I think I talked to him about, I didn't know if we were going to keep Malcolm, that we were evaluating him for productivity and safety violations.

But I said safety violations were not that serious except that he didn't have his shoes and I'd get back to him. Then I talked with Dennis Defferding and I think Malcolm called me again with some questions and I don't recall what the questions were. I really don't.

Thursday I talked with Dennis Defferding and Bob Stephenson and Rod Smithback and Malcolm Hansen, all relating to the Boise Cascade situation.

It was at that juncture that I talked with Dennis and I said, "Listen we've got to make a decision here, the guy is affecting the morale of the people, I know that a couple of our people were upset and one extremely agitated, he was getting a short fuse and one of the guys felt intimidated and wanted to leave the job site", I said, "Listen, I don't care if we aren't working at that job site, I've got to look out for our personnel, we can't do that to them".

And then Denny said, "listen, I'll make a phone call and see if I can address the situation" and I said, "well whatever [350] you do, I'm about to go to the President of the Company and tell him this whole deal", I said, "I don't

want to go over your head or anything but we have to take care of right now".

Q How did you know that someone was getting very agitated among the crew?

A Rod Smithback called.

Q What had he told you?

A He told me that Randy Reinders —

MS. BRAMMER: Objection, hearsay.

JUDGE HARMATZ: Basis for action, overruled.

THE WITNESS: Do I —

JUDGE HARMATZ: Go ahead.

THE WITNESS: He told me that he was afraid that Randy Reinders was going to get angry and do something. He said that "Mike Grow wants to leave the job site right now, he's extremely nervous and upset" and made reference to — for his own safety — was upset.

He didn't say anything about Tom Steiner, he said that Tom's kinda fed up with all the talk and he said there's real low morale on the job right now, although he said that "the guys are trying to do the best job they can".

BY MR. PEASE:

Q Was there some point that —

JUDGE HARMATZ: Did he tell you why?

THE WITNESS: Pardon?

[351] BY MR. PEASE:

Q Did they say why Reinders was upset?

A Rod said to the effect that Malcolm was just talking to him all the time, agitating him and he didn't get into all the — I said, "whatever it is, just keep the two apart, you know, try to move them to a different job function, whatever you have to do, I have to make a decision today and we have to take care of the situation".

And then I said to Rod, when he called me back the last time, I said, "hey, a decision has been made that we are go-



ing to let Malcolm Hansen go from Ameristaff" and I said, "I'm going to call Steve Buelow and tell him the situation and have Malcolm call Steve Buelow after—in the afternoon".

And Rod said, "can I wait until after work" and I said, "sure, that's normal", and he said, "I don't want to create any conflict on the job site before his work hours are over with, I don't want him running through the mill, that sort of thing". I said, "okay, that's fine, whatever you have to do, just have him call Steve", and that's when I called Steve and I told him what we were going to be doing and asked him if he would take care of that, since he worked for Ameristaff.

Q What did you say to Steve about why you were doing what you were—

A I said to Steve, I said, "The guys really causing problems, he's wandering around, we got low morale on the [352] job", no I didn't say low morale, I said, "we have low productivity from him". I said, "he just got his safety shoes today", I said, "he's just not an employee or potential employee that we would look to be hiring", I said, "we just don't want to get into that".

Plus, you know, the situation that I informed you about earlier, we can't have temporaries on the job. And then Steve said, "I think I'll just—rather than tell him about—dwelling on the low productivity and things like that, I will just tell him that we can't have temporaries on the job".

I said, "well whatever you have to do, you just explain to him, if you don't want to create an issue that's up to you".

Q Did you have any conversation with Malcolm after that conversation?

A I think he called me up and I said that Steve would be—he wold [sic] be talking to Steve at Ameristaff and he said "what's happening, what's going on"? and I said, "well call Steve at Ameristaff" and he said, "well am I done working, what's the story, am I being terminated because I'm an organizer?" I said, "Just call Steve Buelow, he'll address the situation with you". He said, "Well when am I going to be picked up by Town and Country Electric?" I said, "you're not".

He said, "well why, what's wrong"? I said, "call Steve Buelow".

[353] Q At any time did you eve [sic] explain to Malcolm why you weren't picking him up—Town and Country wasn't picking him up?

A I informed him the first time about low productivity and I said "it hasn't improved significantly".

Q When did you tell him that?

A The same day, Thursday.

Q Okay. How often, starting from the time you interviewed Malcolm through the decision to stop using him on September 14th, how often did you raise Malcolm's rate?

A Well just once.

Q And from what to what?

A From \$15.00 to \$16.00 an hour, that was on Tuesday, afternoon, I think it was the middle of the afternoon, early, late somewhere around there and then—it had to be after 1:30, I know that.

And then I offered the extra \$8.00 per day, per meals, per working day.

Q To what extent if at all, during the week of September 11th, did you have any conversation with Malcolm in which you said anything to him about his talking about union?

A I'm just trying to recall specifics. I think I said to him or he said, "I'm going to not stop talking about the

union" or something to that effect and I said "I don't care what you talk about as long as it's on your own personal time, [354] if it interferes with your work, that's another story". Also, I said, "you can talk about anything you wanted on your breaks, your noon hours, your own personal time before work, after work, at the lodge, whatever, but you can't talk about it on your work time, if it interferes with your work".

I said, "same way if you were talking about baseball or hunting or fishing, religion, politics, telling a joke whatever". I guess I left it at that.

Q Do you know when that conversation or conversations took place?

A Either Wednesday or Thursday.

Q Do you recall whether there was more than one conversation when that subject came up?

A No, it could have been two calls.

Q In either of those calls, did you make any statement to the effect or relating to what Boise Cascade or the customer wanted or wold [sic] allow?

A No. As I told you before I didn't have the information from the contract, all I had was the safety information, that's all I get.

Q At any time during the week of the 11th, did you have any conversation with Malcolm that said anything to the effect that—asking what it would take to get him to forget organizing or to stop organizing or something like. Was there any statement to that affect?

[355] A No, I never said anything like that.

Q On Thursday the 14th of September, did you—when you talked productivity to him, productivity problems, did you say anything to the affect that you would call him at 7 p.m. to straighten it out? That you would call Malcolm at 7 p.m. to straighten this out, the productivity issue?

A No, absolutely no. Why wold I say that if I—

Q I just wanted to know if you said it.

A No.

Q Did you receive on the 14th, did you receive any kind of a telephone call from Rod Smithback regarding Malcolm's productivity?

A On Thursday?

Q On Thursday, the 14th, correct.

JUDGE HARMATZ: Was Thursday the 14th?

Yes.

THE WITNESS: I might have in the morning. He mentioned to me that his productivity had not significantly increased.

BY MR. PEASE:

Q Anything else that you can recall brought on productivity on the 14th?

A He mentioned something about some of the mistakes or some of his work specifics and I don't recall because it wasn't germane to me at that time, I think the decision had pretty much been made at that juncture.

[362] concerned about some of the questions we had asked him before and he was worried about if he was union, that we wouldn't hire him and I told him that that wouldn't make any difference.

Questions concerning Town and Country, talked about philosophy, talked about Town and Country how they operate, he also brought up the fact that he felt that he was being discriminated against by two other employers in the Minnesota area and that he had been working with Mr. Perez from Job Service and when he said that, I said, he should have Mr. Perez call me if he had any questions regarding our conversations. He was real guarded, really hard to pull things out, it was almost like he was trying to lead me on or trying to get me into saying something that



I shouldn't and I was on my guard at that time.

And that's when he told me he was taping the conversation and then I'm always upset when people say they are—tape a conversation after they have talked to you because I just don't like to be taped, I mean that's just my personal thing, I don't know who likes to be. So I may be—

Q What statement did he make about taping conversations?

A He said he taped the conversation yesterday and that he was concerned about my asking questions relating to the union and I told him that the only reason I was asking questions pertaining to his employment history or the questions I asked [363] him were—I like to document whoever calls for statistical purposes if we get into that later on that, if we hire him or who we hire I can document that. We've got a lot of people in our company that I don't think have ever terminated their union status. Some of them still get letters I think that they are going to be fined or something. So I'm always really guarded at junctures when people say they are taping conversations and they are using this and the questions that they ask. I just feel uncomfortable.

Q Do you generally ask people about their union affiliation?

A No.

MS. BRAMMER: Objection, vague. Ask people in what context.

MR. PEASE: That are seeking information on employment at Town and Country.

THE WITNESS: No.

BY MR. PEASE:

Q What are the circumstances on which you have—are interested in that information?

A What are the circumstances, what—that I am?

Q When people call in and they are interested in work for or with Town and Country, you've indicated that you will—that you have some interest in that and that you keep some record of that, would you please explain that?

[387] Q Would you agree that that contains no details about their past experience or qualifications?

A I would agree.

Q The one thing on the Ameristaff screening that was not on the application was the union with the yes and no boxes, is that correct?

A Yes.

Q At those interviews, not only did Mr. Buelow tell you he thought they were union, but some of those applicants had identified themselves to you as being union members, is that correct?

A Yes.

Q Moving onto Mr. Hansen, when you were interviewing Mr. Hansen, you did more than just tell him that you thought he was colorful, you told him that he was the most qualified applicant of thousands that you'd interviewed, didn't you?

A No, I did not.

Q Did you tell him you thought he was qualified?

A Yes, I did.

Q Now you testified that Boise Cascade did not dictate to you any criteria for your employees on that site, so to the extent that you told Mr. Hansen during the interview that you didn't want any problems about the union, that was your concern on the part of Town and Country?

A Would you?

[393] in the morning.

JUDGE HARMATZ: It could have been as early as the 5th?

THE WITNESS: Yeah, I think it was the day after Labor Day. It was either late in the afternoon or late in the evening on the first before we went into the Labor Day weekend or it was on that Tuesday after—in the morning. I remember calling Steve Buelow or Ameristaff.

JUDGE HARMATZ: Okay, go ahead. Sorry. —

BY MS. BRAMMER:

Q You did not instruct Ameristaff to terminate Mick Hansen because he didn't have safety shoes, did you?

A No, that wasn't the reason.

Q And the hard hat was not a reason, isn't that right?

A No, they were mentioned but they were not the reason.

Q And those were also not the reason that you decided not to take him on Town and Country's payroll, were they?

A That is correct.

Q The real reason was because Mick Hansen was affecting the morale of the employees on that job, wasn't it?

A No, that was part of it.

Q That was a big part of it?

A No.

Q So the fact that Reinders was angry and Grow was threatening to leave did not enter into your conversation—

A Yes, that—

[394] Q —very largely?

A —was a factor, yes.

Q And the other factor was how Mick Hansen handed up materials?

A No, it was his productivity.

Q Okay, tell me again what the productivity problems were. Your testimony was—first of all let me ask, you testified that you were vague on what the productivity problems were, is that correct?

A Yes.

Q Okay, so tell me again your vague recollection of what the productivity problems were?

A I was made aware on Tuesday from Rod Smithback late, that Malcolm Hansen's productivity wasn't up to par, wasn't up to our standards and that—I mentioned to him that he would have to talk it over with Dennis Defferding, I don't want to get into that part of it, that was a decision that Dennis and he had to make and he mentioned something about handing up a stick of conduit or something or walking around or—I forgot all of the types of things that were involved.

Q You wouldn't—a stick of conduit wouldn't be handed up until the person that was up needed it, would it?

A I don't know if it required a bend or not.

Q Okay.

A See, I wasn't on the job site and 9 out of 10 times, that [395] would never happen.

Q So based on these vague reports that Hansen was not up to par, you called Ameristaff and instructed them to terminate Mr. Hansen, is that correct?

A No, that is not.

Q What were the other basis, you were deciding to terminate him?

A The decision to terminate Malcolm Hansen came from the project manager and the project supervisor or superintendent, excuse me, and whatever they decided at that juncture I said was a factor, either they make a decision based on everything that they've evaluated Malcolm on because I would have to go to the company's president on the other related issues.

Q And to the extent you spoke with Smithback and Defferding about those perceived problems, Hansen's effect on the morale of the employees was a topic, wasn't it?

A Yes, it was.

Q Okay. You testified that you directed, I think it was Mr. Smithback to tell Hansen that he was being



terminated after work because you didn't want him running through the mill.

On that job site, there wasn't any prohibition on employees break time as far as where they could be, was there?

A I am not familiar with all of the rules of the breaks. I only go by what they reported to me.

[401] A If they volunteer the information, I don't ask that specific question. The mere fact that they come in and they want to look at an application, let's say an applicant files a grievance with the State Job Service, the Equal Rights Division. They are going to come in and ask for any documentation that I have and I can pull that out of the file and document what they have, if I have an application in front of me. That's what I mean by logging that information.

I don't log information in on telephone calls. They only think I do that, is if we send out applications.

Q Do you know what percentage of your employees are in the union?

A Are or were?

Q Either one, let's say both.

A Combination, I'd say 40, 41, 42 percent.

Q How do you know that?

A Well they've identified that. We have letters from people that they've gotten or statements from the people that we've hired, that they have gotten letters in mail that they are going to be fined or that now that they are no longer a part of the union, they are working for non union, they have to appear before a committee of some sort and then they bring that to our attention.

MS. BRAMMER: Nothing else.

JUDGE HARMATZ: I just want to jump in for one thing.

[466] JUDGE HARMATZ: Did I receive 1 and 2?

MR. GORDON: I believe you did.

JUDGE HARMATZ: Okay. All right.

We will continue with defense.

MR. PEASE: Your Honor, there were a couple of housekeeping matters that I hoped to take care of by stipulation. It appears it would be more appropriate to call witnesses, I have two very, very short witnesses, Mr. Slipy and Mr. Priem. Mr. Slipy has to be gone tomorrow and I am going to put him in at this stage, just for convenience. Whereupon,

#### JOHN J. SLIPY

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

#### DIRECT EXAMINATION

BY PEASE:

Q Please state your name for the record and spell your last name?

A John J. Slipy, Junior. S-L-I-P-Y.

Q By whom are you employed?

A IBEW Local Union 343.

Q And what's your position?

A I'm the business manager.

Q How long have you held that position?

A Since July 2nd, 1986.

[467] Q And what are your duties and responsibilities in that position?

A I do the administrative work for Local 343. I oversee all of the policies and procedures set forth by both the IBEW and the local union itself.

Q Isn't it true that during the month of September 1989, that Mr. Roger Kolling was employed by the local as a business representative?

A Yes sir.

Q And what was his—was he paid by a salary?

A Yes sir.

Q And what was his salary at that time?

A His salary is based on 44 hours of foreman's wages per our agreement, plus the benefits. But his wages, is that simply what you want?

Q And then fringe benefits on top of that?

A Yes.

Q Directing your attention to September 7th, 1989, did you receive a telephone call from Mr. Mike Priem?

A I would say yes, only because I've heard the testimony, sir, but I did receive a phone call from Mike Priem relating to this case, yes.

Q Okay—

A I could not tell you was—it was September 7th, other than this—

[468] Q But you do recall receiving a call?

A Yes sir.

Q And who is Mike Priem?

A Priem is a business representative with Local 292, IBEW.

Q And did you know that at the time you received the call?

A Yes sir.

Q And about what time of day was it, do you recall?

A It was very early morning is all I remember because I had just gotten there, you know.

Q What time you you normally get to work?

A I normally get there between seven and seven-thirty, but that particular day I remember as I was walking in, they told me and I can't remember why I was late. They

told me Mike was on the phone, so it was very early.

Q What was that conversation?

A Well Mike told me that one of our members was in the hiring hall of Local 292 and was—wanted to go over to the Embassy Suites with them and apply for work with someone who had an ad in the paper, that's really all I knew about it and whether I would have a problem with it and I said, "well if he doesn't have a problem with it, we would not".

As long as he was doing it voluntarily and not being somehow coerced.

MR. PEASE: I have nothing further of this witness as this time.

[469] JUDGE HARMATZ: Any questions?

MS. BRAMMER: No.

MR. GORDON: No.

JUDGE HARMATZ: Thank you Mr. Slipy.

THE WITNESS: I would ask, am I totally released?

MR. PEASE: Yes.

THE WITNESS: Thank you.

(Whereupon, the witness was excused.)

MR. PEASE: I appreciate it.

Whereupon,

#### MICHAEL PRIEM

having been previously duly sworn, was recalled as a witness herein and was examined and testified as follows:

#### DIRECT EXAMINATION

BY MR. PEASE:

Q Are you familiar with the rate of compensation paid to Business Representative Gary Shafranski?

A We don't have a business representative Gary Shafranski. Greg Shafranski.



Q I apologize. I take that back, Greg Shafranski.

A Yes, I am.

Q Is his pay the same as yours?

A Yes.

Q And what is that?

A We get foremen's rate based upon 48 straight time hours [470] per week.

Q And fringe benefits in addition to that?

A Right.

Q And that was true during the month of September, 1989?

A Right.

Q Directing your attention to the period of time, to the week — I'm sorry, directing your attention to September 11, 12, 13, and 14, 1989, isn't it true that you received at least three telephone conversations from Malcolm Hansen, during that period of time?

A I would say yes.

Q And isn't it true that all of these conversations concerned his organizational activities at the Boise Cascade site?

A Yes.

Q Do you recall, when during the day those conversations occurred?

A Yes, I was woke up by the telephone early in the morning, I believe one morning, it was — I would guess between six and six-thirty in the morning maybe, approximately, or they would be in the evening sometimes, after 6:00 sometime.

MR. PEASE: No further questions of this witness at this time.

MS. BRAMMER: Nothing.

MR. GORDON: Nothing.

[495] told the Board Agent, there were no documents, that you trusted Mr. Smithback's judgement? Do you recall saying that?

A Yes.

Q And it's your testimony today that you received these foremen diaries on about September 15th?

A Right.

I believe what I said to —

Q There's no question pending.

Thank you. When Mr. Smithback called you on Wednesday, September 13th from the Boise job site, and complained to you about Mr. Hansen's productivity, that you testified that you said he wasn't helping and you said that he was often missing from the work area, do you recall that?

A Yes.

Q Did he say anything else in the nature of a complaint about Mr. Hansen?

A He said he was disrupting the crew.

Q Had he mentioned that at lunchtime that day, Mr. Hansen had announced that he was there to organize?

A Yes, I believe he did.

Q And that was offered as an example of his disruptiveness, wasn't it?

A No, his disruption was during working hours.

Q What did he give an an example of the way in which Mr. Hansen was creating disharmony among the work crew?

[496] A Where he would rather talk than produce work.

Q And how was that creating disharmony?

A Well, it's hard to talk and work at the sametime [sic] —

Q That's what Mr. Smithback told you?

A No, I'm very well aware of what it takes for installation and talking and working—there can't be constant talking—

Q Just what did Mr. Smithback tell you, if anything, in the way of illustrating what was creating disharmony on the work crew?

A There was a constant talking to the people when they would rather be working.

Q So, he did tell you that?

A Yes.

Q But you didn't ask what he was talking about?

A No.

Q And it wasn't offered to you?

A Well—

Q By Mr. Smithback?

A No.

Q Do you recall telling the Board Agent during the investigation that in early September, Town and Country anticipated a need for 15 to 30 electricians on that job?

A Yes.

Q Okay. Now one licensed electrician plus two unlicensed electricians with clearance letters from the state would not [497] be able to support 12 to 27 electricians, would they?

A That's correct.

MS. BRAMMER: Nothing else.

#### CROSS-EXAMINATION

BY MR. GORDON:

Q Going to the meeting—interviews on September 7th, you stated in your testimony that when you called Mr. Hansen in for the second time that you asked him if he was still interested in the job?

A That's correct.

Q And you explained that—you asked him that because it looked like he was getting a hard time?

A Yes.

Q What was it that you saw or heard, that caused you to—

A I just saw him—

Q Let me finish. That caused you to believe that he was getting a hard time?

A I was—saw him talking to one of the people that he said was one of his union buddies.

Q Okay.

A And I said, "are they giving you a hard time because you're interested in working for us".

Q How did you know it was one of his union buddies?

A He had mentioned it.

Q Do you recall a meeting at the Arrowhead Lodge on or [498] about September 10th or 11th?

A Which meeting?

Q A meeting—a safety meeting?

A Yes.

Q And do you recall during that meeting, Mickey Hansen told you that he did not yet have steel toed shoes?

A Correct.

Q And do you recall telling him that he should go out and buy them or he could go out and buy them?

A He should go out and buy them, yes.

Q And did you tell him that Smithback would go with him or take him?

A No, I never said that.

Q Did you ever receive any written complaints from Boise with respect to Mickey Hansen's work performance?

A From Boise Cascade itself?

Q Yes.

A No.



Q Did you receive any written complaints from Boise with respect to the performance of Town and Country during the time period that Mr. Hansen worked for you?

A No.

Q And you never saw Mickey Hansen personally, you never personally saw Mickey Hansen perform any work at the Boise facility, did you?

[504] that you had on your job, to maintain your job, at that meeting?

Was it offered by BE & K?

THE WITNESS: They made a general offer on anything that we can help you with, let us know because you're the new kid on the block, so to speak, that type of relationship.

JUDGE HARMATZ: When was your next meeting with anybody from BE & K?

THE WITNESS: It was in a phone conversation.

JUDGE HARMATZ: What was that date?

THE WITNESS: Thursday, the 14th.

JUDGE HARMATZ: And what was the content of that conversation?

THE WITNESS: I informed them that we were to be releasing through Ameristaff one of our people, one of our licensed people or our license person and that we would be requiring for a short term basis because we had some other people coming on, that we would need somebody to—with a license.

JUDGE HARMATZ: And what was their response?

THE WITNESS: They gave us a person.

JUDGE HARMATZ: Effective when?

THE WITNESS: Effective, Friday the 15th.

JUDGE HARMATZ: BE & K was operating non union, right?

THE WITNESS: That's correct.

[505] JUDGE HARMATZ: And was he to be employed on your payroll?

THE WITNESS: Yes.

JUDGE HARMATZ: Permanently?

THE WITNESS: Yes.

JUDGE HARMATZ: Did he complete an application?

THE WITNESS: Yes. I saw one—Ron Sager would have to verify that, I believe he did fill out an application.

JUDGE HARMATZ: Now who did you talk to from BE & K concerning this gentlemen [sic]?

THE WITNESS: Gary Martin.

JUDGE HARMATZ: And—we're talking about Mr. Ensign, right?

THE WITNESS: That's correct.

JUDGE HARMATZ: And what did Mr. Martin tell you about Mr. Ensign's present employment status?

THE WITNESS: He said—you mean as far as—well he was employed by them and was working for them.

JUDGE HARMATZ: In other words he just switched payrolls? He switched from their payroll to your payroll?

THE WITNESS: That's correct.

JUDGE HARMATZ: Okay. Was he hired sight unseen, solely on the basis of Gary Martin's recommendation?

THE WITNESS: Yes. And his application which again, I believe we have an application.

[506] JUDGE HARMATZ: When did he start work for you?

THE WITNESS: On Friday, the 15th. I believe—again, I would have to check our payroll records.

JUDGE HARMATZ: That's your best recollection?

THE WITNESS: That's my best recollection.

JUDGE HARMATZ: Your best recollection is nobody was sent home in consequence of the termination of Mr. Hansen?

THE WITNESS: Right.

JUDGE HARMATZ: No one this time, I should say?

THE WITNESS: That's right, yes.

JUDGE HARMATZ: And unless you were working illegally, that would only have occurred if Mr. Ensign started on Friday?

In other words, if Mr. Ensign hadn't started on Friday, some of your people would have had to miss work—

THE WITNESS: Right—

JUDGE HARMATZ: —or you would have been functioning illegally?

THE WITNESS: Yes, yes.

JUDGE HARMATZ: All right.

Anything further?

MR. PEASE: I have nothing further.

BY MS. BRAMMER:

Q Just to clarify, BE & K was not the general who contracted with you on that work, is that correct?

A On which work?

[533] Q They did not get done?

A They did not get done. The home run was for all intent and practical purposes practically a straight pipe and it was—should have been farther along than it was.

Q Did you make any inquiries into that?

A No, I didn't have to, both Tom Steiner and Randy Reinders came up to me and asked me specifically if I could find something for Mick to do, so that they could get some work done. He was interrupting them, consistently talking, would not allow them to proceed in the fashion to which they were accustomed to working.

Inasmuch as they set up a scaffold, placed pipe on it and then were about to take the clamps to the top of the scaffold with them, set them on a platform up higher and then

proceed down the room to run the conduit and Mick would not allow them to take the clamps up because then he would have nothing to do, he couldn't throw the clamps up to them.

So he took essentially a two man job and made it into a three man job and in the process—they complained about he talked an awful lot.

Q Did you have any opportunity to observe Mr. Hansen's work performance on Wednesday, September 13th?

A Yeah, the other electricians up there complained about—boy, was it Tuesday or was it Wednesday, that he was rough with the hand tools, the portable hand tools, the power tools [534] that we had.

Yeah, as a matter of fact it was Tuesday, he went through, we have what is called a porta-bandsaw, it is used for cutting metal, a electric hacksaw and it has a blade on it that is round—it's circular and it has teeth on it and through the process of one day, he went through five blades, busted them off by improper use of the porta-band, rocking it, trying to—banging it and what not.

He took the points off most of the drill bits that we had on site by—we had to drill the strut that he was cutting because it had no holes in it, to mount it with and they said he literally attacked the metal with the drill, high speed and—

MS. BRAMMER: Objection, I mean if—what—if what was said is going to be let in, could we at least have who is saying it rather than "they said"?

JUDGE HARMATZ: Yes, you have to identify.

THE WITNESS: Okay.

BY MR. PEASE:

Q Just tell us who said—

A Tom Steiner related to me that he was breaking porta-band blades at an alarming rate, what would nor-



mally last for two or three days, he—a blade should last at least a week and he had gone through five or six blades in one day.

The drill bits both Randy and Tom made comments about [535] that, I believe, I'm sure, yeah, they both made comments about the drill bits. He had chipped the edges on all the drill bits that we had at the mill.

On Wednesday I believe he got around to running some conduit and I noted myself that he used a hammer on the pipe by—the rigid 300 mule, which is strictly a hand type device—it's a rigid 300 machine and it's—there's no need to pound on it to get the pipe clamped into it, everything can be done by hand. I noted that he was taking a hammer to it and beating it tight which is not a good practice.

Throughout the day on Wednesday I did notice that he was speaking with people an extraordinary large amount of time. He tended to have coffee with the crew and then coffee with the mill crew and he would talk to the guys and in his way of talking his personality would be forceful enough, he would more or less make it hard to work while he was talking to you.

Q Did the mills and Town and Country take their coffee breaks at the same time or did they?

A Approximately, the mill personnel in the welding shop had coffee on constantly and they would—they were usually—they were close together but they usually took theirs slightly after us.

Where am I, I must be on Wednesday yet?

Q You're on Wednesday, saying that he was talking and made it somewhat difficult for the employees to work.

[536] A The rest of the guys were upset with the amount of productivity they had gotten done too, meaning Randy and Tom at this point, because Mike was not present. They were both upset, saying "Man, we should have been farther than this, we just can't get anything

done. Everything Mick cuts he cuts crooked". They had to recut, rebend, redo, most everything he had done and—okay, he was talking Wednesday morning when I came in and Randy Reinders I believe asked me a question about something, how we were going to do it and we were standing over on one end of the room and discussing what was to be done in that room and the mill personnel was standing five or ten feet away from us, the guy who ran the welding shop and Mick came storming up and yelled at me and said "I thought we made it perfectly clear that I'm in charge of this group and that if you want to talk to anybody who's working, Randy or Tom, I had to talk through Mick", I could not talk directly to the guys on the crew.

Q That sounds as though that was referring to a previous conversation, something that happened before that?

A Well I assume, I don't know where he—you know, he had made it clear that without him there, we weren't going to be there and he had made that clear on Tuesday already. He had talked to Ron about that.

Q Had he previously made any statements to the effect that you couldn't talk to the employees?

[544] A Immediately, when I requested it Tuesday.

Q Do you recall a conversation, having a conversation with Mr. Oslin the inspector on Wednesday, the 13th?

A Right now, I guess I don't.

Q Do you recall any conversation with Mr. Hansen in which you talked to him about his talking?

A Yes.

Q Was there more than one conversation on that subject?

A Well, Wednesday morning, I had the conversation with him after he come to a—he had revealed at that

point, Wednesday morning he came to me and said, "I'm a union organizer" and in the sam [sic] statement he said, "The way I organize is to be up front and honest". At that point, I kinda walked away, I really didn't want to talk to him at all, until I talked to the main office.

I called the main office and asked them — told them the news and asked them, okay, what's going to happen here and at that point they said, "there's not a lot you can do". They asked if he was working steady and I said, "no, he talks a lot". They said, "about the the only thing you can do is ask him to talk less and work more".

And they made the statement you know he can talk about anything he wants to on breaks anything, as long as it doesn't interfere with the work.

At that point, I went up and told Mick that, in essence [545] what I said was, please talk less and do more work. I may have said something Thursday to the same effect but it was.

Q Do you recall either Tuesday, Wednesday or Thursday, either one of those days having any conversation with Mr. Hansen in which he said anything to the effect that he couldn't talk union or talk about unions?

A I never had a conversation where I said that. He came at me and asked me, who in the mill said you couldn't talk union on the mill property. And I was just kind of — Oh, wait a minute, I don't know where you're coming from, that was never said. And I said, "that was not at all what we were talking about".

Q When did that conversation take place that you just described?

A Thursday morning, instead of riding in with the rest of the crew, Mick brought his car into Country Kitchen and we picked him up there and brought him into the mill and he rode with me alone and that's where he asked me

about that. We were just about at the mill when that happened. We went around the corner and I was getting ready to drive into the mill through the gate that we were supposed to use and he said, "oh wait a minute I've got to talk to somebody, I want to get out and talk to the pickets" and before I could even stop the truck, which I was trying to do, he had the door open and had jumped out and went and talked to the pickets.

[549] accepting him for testing for the journeyman's A license in the State of Minnesota, which allows him to work.

Let's see, when I got there they were all sitting around and talking already and when I pulled up, sat down they were — Mick was talking about union.

Earlier in that day Randy had complained about Mick, harping on him about the union, Tom had also complained about Mick constantly on him about the union, playing games with him back and forth between the two of them, they said that he would go to one of them and say, "Yeah, Tom's just about ready to sign, don't you want to sign up with him?", then he'd go back to Randy and say the same thing to him and they both knew how to talk to each other and knew it wasn't true, they'd never much thought about signing with the union.

We sat down for — I got there, they were sitting down and Mick was talking about the union, I was quiet, don't want to force a confrontation, Randy had threatened to leave that morning, he says, "I'm having a real hard time with this Rod," he says, "I'm really upset, I'm really tense, I've been through this before, I don't like this, what's going on. He was visibly upset.

By that time, Mr. Grow was shaking, almost all the time, very nervous. They were talking about — Mick was



talking about union stuff and Mike got upset with him and said, "what would it take to get you to drop the union and to come over to

[553] your knowledge supported — indicated that they were favorably inclined towards what Tom was asking?

THE WITNESS: Pardon?

JUDGE HARMATZ: It is your testimony that nobody in that group was interested in joining the union?

THE WITNESS: Correct.

JUDGE HARMATZ: All of them, whenever you were around indicated the opposite, that they were disinterested in the union, the same as you are?

THE WITNESS: Correct.

JUDGE HARMATZ: Okay, that's all. You may continue.

THE WITNESS: Mr. Hansen, even after they asked him to stop discussing it with them, still constantly brought it up.

After he so to speak came out and told us that he was a union organizer or he came out and informed us of that, later on in the cabin one of the guys asked him about the violence last Saturday and he said, "well no, we had nothing to do with that at all". And then he said, "well, I'm speaking with respect to the local that I belong to". He says, "I can't really speak for the people up here".

Q What if anything did Mick do or say that might have aggravated or did aggravate the concerns of the crew?

A Mostly, wouldn't respect their right not to even talk about it, they weren't interested and he just continually talked about it, disrupted them, disrupted their work —

[554] JUDGE HARMATZ: Excuse me, you said that he did not respect their right not to be talked about concerning the union, is that what you're saying?

THE WITNESS: I am gray in that area myself, I don't know, do I have the right not —

JUDGE HARMATZ: What you know is totally irrelevant, what your understanding of the requirements are, I'm concerned what you, yourself know. This is not the point —

THE WITNESS: Okay.

JUDGE HARMATZ: —in which you are to be instructed as to what your obligations are and what the rights of others are, you used the term that the employees on that job site, were having a right interfered with by Mr. Hansen who was constantly asking—talking to them about the union.

Now when you used that term, "their right", did you mean their right not to be talked to about the union?

THE WITNESS: Their right not to be talked to if they didn't want to be —

JUDGE HARMATZ: About the union.

THE WITNESS: —about the union.

JUDGE HARMATZ: It could be any subject, but in this case it happened to be the union?

THE WITNESS: Yes.

JUDGE HARMATZ: Now, you felt that they had that right and they may have it, I don't know, but you felt that they had

[558] shifted and that was the end of it.

JUDGE HARMATZ: Did everything calm down then?

THE WITNESS: No, Randy left the table and went and called his wife for about 20 minutes. He came back and said, "Rod that's it, if this thing is not settled today, I'm going home tonight".

JUDGE HARMATZ: And when was this now?

THE WITNESS: Thursday at lunch.

BY MR. PEASE:

Q Mike is an employee or was an employee on the job, was he not?

A Yes.

Q Did you make any statements to Mr. Hansen at anytime about jumping ship or coming over to our side or anything?

A No.

JUDGE HARMATZ: Excuse me a minute, did you discuss this incident with Mr. Defferding, this lunch time on Thursday incident?

THE WITNESS: Yes.

JUDGE HARMATZ: Did you tell him the scenario that you described to us, did you tell him that people were upset?

THE WITNESS: Yeah, I told him people were upset.

JUDGE HARMATZ: Did you tell him why?

THE WITNESS: Yeah, I told him Randy was ready to fight or run.

[559] JUDGE HARMATZ: And let me just go over that one more time for emphasis. The reason that these people were upset is because Mr. Hansen was constantly pushing the union on them?

THE WITNESS: Correct.

JUDGE HARMATZ: And you reported that to Mr. Defferding?

THE WITNESS: Denny, yes.

JUDGE HARMATZ: And you couldn't be mistaken about that?

THE WITNESS: No.

JUDGE HARMATZ: Okay, you may continue.

BY MR. PEASE:

Q Did you recall on the morning of Thursday, September 14th having any conversation with Mr. Hansen about his productivity?

A That one was not stated by me, that was stated by him. He had talked to Ron I believe and Mick was upset, visibly upset. He had talked to Ron about it and Ron had told him why. He came back at me and point blank said, "you're lying about me, I want you to call Ron right now and straighten this thing out" and I said, "Now Mick, I have nothing to straighten out, this is what is happening, if you want to talk to Ron, you're welcome to talk to Ron".

Q Did he say what he thought you were lying about?

A Productivity. He said that he was responsible for everything that had been done on the job so far and without him there nothing would have been done so far.

[562] Q All right, going back to the work that started on October 1st.

A Yes.

Q Okay, who was the contracting entity with Town and Country in that work?

A Boise Cascade.

Q Okay and that work is the work that you said some of the Town and Country electricians went to?

A Right, correct.

Q Now any issues that may have arisen regarding safety shoes and hard hats were not part of your recommendation to terminate Malcolm Hansen?

A No.

Q Is that correct?

A Correct, sorry.

Q Do you have with you today any more of these foremen diaries?

A No.

Q You testified that you are supposed to fill these out everyday, I take it that you don't always do that?

A I am better at it than a lot of the other foremen.



Q You don't always do it?

A I don't always do it, no. Being as this was a start up of a new contract, I was more cautious and made sure I filled them out daily.

[566] arrive.

JUDGE HARMATZ: Is that the only delivery that it could have possibly come in that day to your knowledge?

THE WITNESS: I was informed that it was supposed to be there in the morning.

JUDGE HARMATZ: And so you're saying that you could have made that entry in the morning?

THE WITNESS: I may have.

JUDGE HARMATZ: Did you?

(Pause)

THE WITNESS: I would say probably not because I did have him go into town to see if he could pick up some nuts and bolts. But you see, I'd already put the other part on there about—they didn't have the right size screw.

JUDGE HARMATZ: So when do you think you completed the document?

(Pause)

JUDGE HARMATZ: If you don't know, you don't know.

THE WITNESS: I really can't say.

JUDGE HARMATZ: You don't know.

THE WITNESS: Other than it was done on the 13th.

BY MS. BRAMMER:

Q And you did not mention in any of these foremen diaries any of the allegations of—for example tool abuse that you testified to, did you?

[567] A No, I did not.

Q Or the crooked cutting?

A No, I did not from the looks of it.

Q Talk—you mention talking and you mention the crews spirit, is that correct?

You mentioned what is included in the comments boxes, is that correct?

A Uh-huh.

JUDGE HARMATZ: I'm just wondering if you have ever criticized an employee other than Mr. Hansen and other than this gentleman who is on workman's compensation in one of those documents? Have you?

MR. PEASE: With respect to the Boise Cascade site, or—

JUDGE HARMATZ: Anywhere.

THE WITNESS: Yes, I have.

JUDGE HARMATZ: Have you included those criticisms in the body of the report?

THE WITNESS: No, usually not, I, myself consider that a comment what I feel, that's why I put them down there.

JUDGE HARMATZ: How about somebody who has bad productivity, who is disrupting production?

Do you still use the comments box customarily?

THE WITNESS: When—customarily yes, when I talk about someone directly, some—in respect to what I think they are doing or not doing, I would put it in the comment box.

[570] BY MS. BRAMMER:

Q You testified that Tom Steiner and Randy Reinders complained about Mr. Hansen talking, do you recall that?

A Yes.

Q Do you recall what he complained he was talking about?

A They complained he was riding them heavily about joining the union.

Q They didn't complain about the rate he was throwing clamps up for example, did they?

A Yes, they did as a matter of fact, because he left and they had to come down and get the clamps by themselves.

Q So they complained not about the rate at which he was throwing clamps up, but in fact —

A No ma'am. As he was proceeding along, as they needed a clamp, he would throw one up.

Q Okay. Did that make Mike Grow shake that he wasn't throwing the clamps up?

A Mike Grow wasn't in the same room.

Q Did you ever approach Mr. Hansen and talk to him about your perception that he was going through a lot of porta-bandsaw blades?

A No, I was told to back off on Mr. Hansen, because of the licensing problem.

Q You never confronted him with your perception that that was a problem, or that that was even happening?

[571] A No, I did not directly.

Q Did you direct anyone else to?

A I did not direct anyone else to either.

Q Did you ever approach Mr. Hansen about the fact that he was doing some cutting work in a crooked manner, that you thought he was doing in a crooked manner?

A No, I did not.

Q You never approached him about any of these alleged production problems, did you?

A No ma'am. Other than the fact that he talked —

Q He talked too much, you approached him about that?

A Too much talk and not enough work.

Q Quite often, you approached him about —

A A couple of times.

Q —that.

How much time was left on the break on September 13th when you told Mr. Hansen to talk about something else?

A No ma'am, I did not tell Mr. Hansen to talk about something else. I was referring to —

Q Okay, you told him to talk about fishing or something.

A I did not tell Mr. Hansen to talk about fishing. I said, "hold it guys, before you answer that question, I would really rather you talk about something else like fishing or something".

Q Okay, pardon me for that mischaracterization.

[572] When you said that, how much time was left in the break?

A Five or ten minutes.

Q Okay, so when Randy Reinders called his wife for 20 minutes he was doing that on work time, wasn't he?

A Not for 10 minutes, no.

Q Ten minutes of it was work time?

A Probably.

Q You never received any complaints from anyone from Boise Cascade about Mr. Hansen's work on this job, did you?

A No. May I answer further.

Q No, that's responsive.

A All right.

Q You testified that on September 15th, were was a buoying of spirits on the job, do you recall that?

A Friday?

Q Yes.

A Yes.

Q Okay and that was because the licensed electrician from BE & K was there instead of Mr. Hansen, is that correct?

A We had hired another licensed electrician, yes.



Q Mr. Ensign?

A Mr. Ensign, Frederick Ensign, yes.

Q How is his last name spelled?

A E-N-S-I-G-N, I believe.

Q From your testimony it sounds like Gary, is it Gary  
[573] Steiner?

A Tom.

Q Gary Steiner and Randy Reinders were pretty shaken up, is that correct?

A Randy was very shaken up. Tom was upset.

Q And Mike Grow was shaking?

A Shaking, yes.

Q And I imagine that interfered with productivity earlier that week, didn't it?

A I would imagine so.

Q Why would Hansen ask Grow a employee of Town and Country, what Town and Country would offer him for jumping ship?

A I have no idea.

Q Does it make sense to you?

A Mike had made the comment, I was present and I imagine he was addressing all of us.

Q I don't understand that, "He was addressing all of us". Who was addressing all of you?

A Mick.

Q Was it your testimony that you actually saw a union authorization card?

A Me?

Q Yes.

A I did not. I did not look, I—

BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION EIGHTEEN

In the Matter of:

Case No. 18-CA-11035

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,  
and

CHARLES EVANS, AN INDIVIDUAL, CHARGING PARTY.

Case No. 18-CA-11044

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,  
and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 292, AFL-CIO, CHARGING PARTY.

Case No. 18-CA-11080

TOWN & COUNTRY ELECTRIC, INC., AND  
AMERISTAFF PERSONNEL CONTRACTORS, LTD., RESPONDENT,  
and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 343, AFL-CIO, CHARGING PARTY.

Thursday, December 14, 1989

[601] Room 471  
Federal Building  
110 South 4th Street  
Minneapolis, Minnesota

The above-entitled matter came duly on for hearing pursuant to notice, at 8:20 a.m.

BEFORE: THE HONORABLE JOEL A. HARMATZ  
Administrative Law Judge

APPEARANCES:

*On behalf of the General Counsel  
National Labor Relations Board:*

FLORENCE I. BRAMMER, ESQ.  
Region Eighteen, National Labor Relations Board  
Room 316 Federal Building  
110 South 4th Street  
Minneapolis, Minnesota 55401

*On behalf of the Respondent — Town & Country:*

JAMES K. PEASE, JR., ESQ.  
Melli, Walker, Pease & Ruhly, S.C.  
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Madison, Wisconsin 53701-1664

*On behalf of the Charging Party:*

STEPHEN D. GORDON, ESQ.  
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1208 Plymouth Building  
12 South 6th Street  
Minneapolis, Minnesota

[602]

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[618] A I saw him drilling holes, yes.

Q What if anything was your reaction to the performance of that work?

A He measured them out right and everything like that. I found out later that he was burning up the drill bits.

Q What if any other work, if you can recall, performed on Tuesday?

A I think that's probably about it.

Q What about Wednesday, what work was performed on Wednesday?

A Well, we started putting strut up first and all the rest of the welding connects and Randy was working on some starters and stuff like that. Malcolm was between the both of us, he didn't get a hold lot done that.

Q Would you please explain what you mean?

A Malcolm was between Randy and I, talking to us about the union and whatever. He would come up with something, either a joke or something that happened or whatever and then work that into telling us about the union. He was drawing up these little pies a lot of times, and stuff like that.

And he would say, "you get a piece of this pie" or you get this piece and this piece, but if you work for the union you can get this much more.

Q What did that have to do with how much work you got done that day?

[619] A I wouldn't say anything.

Q Pardon?

A I mean, he was telling us these things and we weren't doing what we were supposed to be doing. We weren't doing our work, we were listening to what he was saying.

Q Why did you listen to what he said?

A Well, we needed his help in some things and if — we were talking, we were irritated at this time and we just wanted to get going, do something, you know.

Q Why didn't you?

A He was just pushing the fact that we should talk about this.

Q Did you anyone from the company?

A I was telling Rod, yes.

Q Did you talk to him on Tuesday?

A ON?

Q Rod on Tuesday?

A On Tuesday, yeah.

Q What did you tell Rod?

A I told him about the bandsaw and various things that he was talking about the union and stuff.

JUDGE HARMATZ: Did you tell about the bending of pipe with the dog legs?

THE WITNESS: Yeah, I told him about that.

JUDGE HARMATZ: You told him that on Tuesday?

[620] THE WITNESS: Right.

JUDGE HARMATZ: And did you tell him about the improper cut.

THE WITNESS: I think Randy and I both told him.

JUDGE HARMATZ: On Tuesday, right?

THE WITNESS: Right.

JUDGE HARMATZ: Did you tell him about his asking you a stupid question about whether the conduit was to be layed end to end?

MR. PEASE: Back to back, measured back to back.

JUDGE HARMATZ: Back to back, I mean?

THE WITNESS: Yeah.

JUDGE HARMATZ: You told him that too on Tuesday?

THE WITNESS: Right.

JUDGE HARMATZ: And did you tell him about the breaking — the improper use of —

THE WITNESS: Bandsaw.

JUDGE HARMATZ: Yes.

THE WITNESS: Yeah, we might have told him that, we might have told him that on Wednesday or something too.

JUDGE HARMATZ: Wednesday, when?

THE WITNESS: Probably in the morning I would say.

JUDGE HARMATZ: Did you tell him about the breaking of the drill bits on Tuesday?

THE WITNESS: Randy had told him some of that stuff, I [621] wasn't really watching Malcolm that much drilling, I just —

JUDGE HARMATZ: Do you have personal knowledge that he was told that?

THE WITNESS: What's that?

JUDGE HARMATZ: Do you have first hand knowledge that MR. [sic] Reinders told him?

MR. PEASE: Reinders.

JUDGE HARMATZ: Reinders told him?

THE WITNESS: Uhm —

JUDGE HARMATZ: That on Tuesday.

THE WITNESS: Yeah, but he told him that on Wednesday about the drilling.

JUDGE HARMATZ: And did you tell Mr. Smithback about the failure to cut to proper lengths, the pipe on Tuesday?

MR. PEASE: I believe it was the —

THE WITNESS: The struts.

JUDGE HARMATZ: Struts, is that what it was?

THE WITNESS: Right.

JUDGE HARMATZ: Did you tell him that?

THE WITNESS: Right.

JUDGE HARMATZ: Okay, now you may continue.

BY MR. PEASE:

Q What other work was performed on Wednesday.

A Well we — I think we got up some of the disconnects, welding disconnects and Randy — yeah he got up the starters, [622] we had some three motor starts that day, had their first — installed.

Q Any other work on Wednesday?

A Not really. Really didn't do a whole lot on Wednesday. We had — I think we had done some of the conduit inside the welding shop, the main run coming in on Wednesday also.

Q Was any work on nipples done on Wednesday?

A No that was done on Thursday.

Q How did you describe Malcolm's work performance on Wednesday?

A He wasn't there most of the time on Wednesday, I wouldn't say most of the time, but he wasn't there a lot of times, he was either going to the bathroom — in fact one time Randy went to the bathroom and came back and I had to ask him if he had seen Malcolm and he said "no". And then we were waiting and waiting for him to come back and then he came back and I guess he was talking to somebody from Fagen or something like that.

Q Whose Fagen?

A Fagen is another non union contractor.

Q Do you have any idea what else Mr. Hansen was doing while he was away from the work station?

A I have no idea, I mean I wasn't out there with him or whatever, where ever he was.

Q Was there — can you think of any particular situations [623] in which you needed his assistance?

A He was across the room a couple of times, talking to — I can't remember his name. There's two guys who are running the welding shop up there.

Q These are people who are employed by the mill?

A Yeah, they're Boise Cascade employees.



Q And he was talking to them?

A Yeah, and I had called him over and he was just—wait a minute you know, I'm either in a middle of a sentence or something, I don't know, just waited, so then I would wait and eventually he'd come over after I had called him a couple of times.

Q What were you calling him to do?

A Probably hand me some conduit or help me with holding unto a box or something like, something where you would need more than just two hands.

Q Was this during break time, your break time?

A No. While we were working.

Q Okay, let's go to Thursday, what work do you recall being performed on Thursday?

A I was doing some stuff with an inch and a half run or whatever like that and Malcolm was working on them disconnects and stuff. He gotten pretty much all of them hung and stuff like that and then he was making nipples stuff like that, and we were helping back and forth with an inch and a

[629] A Yeah, they have to be the same length because if they are not, then they're not going to meet the trough.

Q Do you recall any conversation that you overheard between Rod Smithback and Malcolm Hansen relating to Malcolm's talking?

A He told him that—

Q Who told whom?

A Rod had said to Malcolm that he should start working instead of talking.

Q Anything else that you heard?

A Told him that a couple of times.

Q Do you remember when?

A That was on Wednesday and Thursday.

Q Do you recall anything else that he said to him at the time that he made those statements?

A No, just a little less work and more talking.

Q Less work and more talk?

A Or, more work and less talk, excuse me.

Q Do you recall him saying anything about not talking about the union?

A No, he just said that he shouldn't be talking that he should be working.

Q Do you recall Mr. Smithback saying to Mr. Hansen not engaging in organizing activity.

A Nothing like that, no.

[630] Q Do you recall hearing Mr. Smithback saying to—now I'm talking about any time during the time that you were up there.

Did you hear Mr. Smithback say to Mr. Hansen that he would be fired if he didn't stop talking about the union?

A No, Rod doesn't have any power like that.

Q Now earlier questions that I asked you about whether he talked to Mr. Hansen—Mr. Smithback talked to Mr. Hansen about not talking about the union or not organizing. Was that true for the entire period of time that you were up there?

A Yeah.

JUDGE HARMATZ: You started to say that Rod didn't have power like that.

THE WITNESS: Well, I really shouldn't say that, he doesn't have power like that, I don't know what Rod, you know, can't say that he can't fire him because I really don't know positively.

JUDGE HARMATZ: He was the only boss that you had on the job wasn't he?

THE WITNESS: Right. He can send him to another job I think or something like that, but—

JUDGE HARMATZ: Send you home can't he?

THE WITNESS: Oh, yeah.

BY MR. PEASE:

Q Do you recall Mr. Hansen saying anything during the period of time that you worked together about how much money [631] he was making?

A He had just said he was making more than what Town and Country was giving him.

Q For the work up at Boise Cascade?

A Right. I didn't know exactly what he means by making more than Town and Country was giving him, but he's making —

Q Did he tell you how much?

A No, he didn't tell me how much.

Q Was he asked?

A What?

Q Was he asked?

A I asked him, yes, what he was making.

Q What did he say?

A He just said, "leave it at this, I'm actually making more than what Town and Country is giving me".

Q Directing your attention to noon on Thursday, during the lunch period, do you recall a conversation at that time?

A Malcolm had started in with a joke, something about Alaska, I don't remember what it was anymore, then it ended up being something about the union and stuff like this and he had started out, pulling out his wallet with some cards and he had a pink slip in there and whatever looked like a license or something. It wasn't a drivers license, but it had his picture on it and stuff like that.

[638] Q He approached you to inquire about Mr. Hansen's performance —

A No.

Q —didn't he.

A No.

Q You sought him out specifically to tell him.

A I walked out in the hallway and told him.

Q What hallway?

A It really isn't a hallway, it's a long building and there was a room at the end of it which is a welding shop. We just called it a hallway because that's mainly what it was.

Q When did you do that?

A On Tuesday and Wednesday.

Q What times?

A Periodically during the day, whenever something happened. If I could go out without everybody else going out at the same time I would tell him, if he was out there.

Q So, how many times in each of those days would you estimate?

A Four or five times, maybe, I went to talk to Rod.

Q On each day?

A I would say approximately, yes.

Q How many times on those days did you get out to tell Rod something about Randy Reinders?

A I would say that I told Rod, oh on Tuesday afternoon or [639] on Wednesday and on Thursday that Randy was getting irritated with Malcolm.

Q About [sic] talking about the union?

A Right.

Q Okay. How many times did you get out and talk to Rod Smithback about Randy Reinders job performance, as an apprentice on that job?

A Not once.

Q How many times of those four or five times that you went out to see Mr. Smithback on Tuesday and Wednesday, September 12th and 13th, did those conversa-



tions also include your comments regarding Mr. Hansen's union activities?

A I might have went out there, two or three times and told him that he was talking about the union and stuff like that.

Q Approximately three of those four incidents on Tuesday, your comments also included comments about Mr. Hansen's —

A I wouldn't say included. I think that's plus, you know going out there and talking about performance and then on top of that talking about talking and stuff like that.

Q And some of your comments Mr. Smithback, were only about the union activity, weren't they?

A Just about talking.

Q Talking about the union?

A Talking about the union, yes. Talking to other people also.

[640] Q Were you instructed by Mr. Smithback to keep an eye on Mr. Hansen?

A No, I just have a tendency, I like to get my work done.

Q And as part of that tendency, you like to monitor other employees and report them to Mr. Smithback?

A Well, if I have a problem on the job with that, yeah.

Q Have you ever had any other problems on the job, like that?

A Not really.

JUDGE HARMATZ: Excuse me. I just wanted to interrupt here.

The inspector showed up, did you make some of these reports to Mr. Smithback before the inspector showed up?

THE WITNESS: Yeah.

JUDGE HARMATZ: Can you remember just what you told him before the inspector showed up about the performance of Mr. Hansen. If you can't remember, don't tell us, I'm just wondering if you can recall?

THE WITNESS: Can't recall what things happened in what order.

JUDGE HARMATZ: But there were some specific things concerning Mr. Hansen performance that were not very flattering to Mr. Hansen, that you told Mr. Smithback [sic] about before the inspectors showed up?

THE WITNESS: Right.

[654] JUDGE HARMATZ: Anything further?

MR. PEASE: I have nothing.

MS. BRAMMER: Nothing else.

MR. GORDON: Nothing else.

JUDGE HARMATZ: Thank you.

(Whereupon, the witness was excused.)

JUDGE HARMATZ: Off the record.

(Whereupon, a brief recess was taken.)

JUDGE HARMATZ: On the record.

Whereupon,

#### RANDY REINDERS

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

JUDGE HARMATZ: Off the record.

(Off the record.)

JUDGE HARMATZ: On the record.

#### DIRECT EXAMINATION

BY MR. PEASE:

Q Would you please state your name and spell your last name for the record?

A My name is Randy Reinders, spelled R-E-I-N-D-E-R-S.

Q And by whom are you employed?

A Town and Country Electric.

A And what is your position?

A I'm a journeyman electrician.

[676] pipe all the way to one inch and by adjusting the handle it will come down to the desired setting you want and we could put it on three-quarter and try to lock it into that position and the teeth were wiggling all over in the head and some weren't moving at all.

Q Is that the sort of disability to the machine that would occur from putting pressure on it as Mr. Hansen had done?

A Yes, it has in the past.

Q Is there anything else that you observed about Mr. Hansen's work performance on Wednesday, the 13th?

A He sat around and talked a lot.

Q To whom?

A Members of Boise Cascade crew, there was a Everett Hall and a Dennis—I don't recall his last name, he was in charge of that, he was Everett's supervisor. He sat and had coffee with them and talked with them quite a bit during the day and other members of the mill would walk up there.

Q Did you have any idea what they were talking about?

A Yeah, being union. It was mentioned by Malcolm that, yeah, "Everett here he's been a union member for 30 years and don't you think it's just great being organized" and all that and Everett went along with it.

We'd be trying to work and he'd be talking to them guys, it would—it got to the point that you'd have to walk over and say, "Hey, can you give me a hand with this",

you know, [677] try and get him back over so we could get some of this work done.

Q Was he over talking to the mill people on the break time?

A No. During the working time.

Q Approximately how long was your work day on Wednesday?

A We were supposed to be there for ten hours.

Q And based on your observation, approximately how many hours did Mr. Hansen actually appear to be performing some work related task?

A Maybe about half of the day, maybe about five hours.

Q Did you have an opportunity to observe Mr. Hansen's work performance on Thursday the 14th?

A Yes.

Q Please describe what you saw?

A He seemed to working at a little better pace than what he was. I think a lot of that had to do with—it had been mentioned to him that his work—

MS. BRAMMER: Objection, speculative, as to why Malcolm Hansen's working in a perceived pace.

JUDGE HARMATZ: Well, you're going to have to establish a foundation.

BY MR. PEASE:

Q Do you—

THE WITNESS: I know he had been talked to—

MS. BRAMMER: Objection.

[678] THE WITNESS: I was there.

JUDGE HARMATZ: Okay.

BY MR. PEASE:

Q Were you present during any conversation or any—any conversation with anybody with Mr. Hansen relating to his productivity or work performance?



A Yes.

Q And when was that?

A On Wednesday—no, on Thursday morning, Rod had mentioned to him while we were standing there, that he—today he'd like to see a little more work and less talk.

JUDGE HARMATZ: When was this now?

THE WITNESS: On Thursday morning.

JUDGE HARMATZ: This was on Thursday morning?

THE WITNESS: Yes.

BY MR. PEASE:

Q Had you heard Mr. Smithback making any statement to Mr. Hansen of a similar nature at any other time, during the time that you were up there?

A On Wednesday afternoon he had mentioned to him, he would like to see a little more work and less talk.

Q On either of those occasions, did he say anything further on the subject?

A No.

Q Did he say anything on either of those occasions to the

[682] JUDGE HARMATZ: And that was during working time, wasn't it?

THE WITNESS: Yes, it was.

JUDGE HARMATZ: You told MR. [sic] Smithback that?

THE WITNESS: Yes, I did.

JUDGE HARMATZ: Okay.

BY MR. PEASE:

Q Did you hear—strike that.

Were you present during any conversation in which Mr. Hansen was asked by either yourself or another employee, how much money he was making working up at the Boise Cascade?

A Yes.

Q When was that?

A First time, it was mentioned to me was after—trying to recall the date, it's been a little while. I believe that was on the Tuesday, the first actual work day.

Q Who was present?

A At that time, me and Mike Grow were talking to him.

Q Do you recall approximately when in the day it was?

A Just before the inspector showed up.

Q What was the conversation?

A Having to do with, you know, what you know, what he—he had asked us as far as Town and Country, how far are pay—some idea what it was, you know, as far as what we made per hour and then he made mention what they were paying him, [683] compared—and then he—in comparison to what he made when he was working on union jobs.

Q Do you recall any other conversation with Mr. Hansen about how much he was making while at Boise Cascade?

A Well Mike asked him, "well how can you afford to come up and work for us then, if you're used to making that" and he said that—well, he wasn't losing any money by working for us.

Q And when was that statement made, was that part of the conversation on Tuesday?

A Yeah.

Q Did you hear any other statements by Mr. Hansen to that effect, during the time that you were up there?

A Yeah, on Thursday.

Q Tell us about that please?

A It got into a talking about money again and he was mentioning that he was also receiving money from—like he was being supplemented for—from the union while actually working for us, that the money that he was receiving

from Town and Country—from being there with Town and Country was more or less just pocket money, that he—I recall the amount he had mentioned was like \$26.00 or \$27.00 an hour, that he said he was still receiving.

Q Do you recall any conversation that occurred during the lunch period on Thursday?

[698] JUDGE HARMATZ: Incidentally, am I wrong if I were to say that it's my understanding that the four of you virtually lived, slept and ate together, in addition to working together, during that 2 or 3-day period?

THE WITNESS: Yah.

JUDGE HARMATZ: That's a true statement?

THE WITNESS: Yes.

JUDGE HARMATZ: Okay.

BY MS. BRAMMER:

Q You referred to the fact that Mr. Hansen was attempting to fix a disabled 300 threading machine. I believe that was on Wednesday, the 13th. Do you recall that?

A Um-hmm.

Q And that machine was fixed, wasn't it?

A Eventually, yah.

Q And it was back into operation that day?

A By the end—yah, it was down for maybe 2–3 hours.

JUDGE HARMATZ: Who fixed the machine?

THE WITNESS: Malcolm finally got the head to work right.

BY MS. BRAMMER:

Q So it didn't have to be sent out of the work area for repair, did it?

A We did eventually have to bring another one back because—

Q I'm talking about on Wednesday, September 13th.

[699] A No, it didn't get sent out that day, no.

Q Okay.

You testified that there are times, in your opinion, that if the portaband is rocked that the teeth could break off. Do you recall that?

A It will break the blade is what it will do.

Q Maybe I'm thinking of the wrong thing. Pardon me, I think I'm thinking about the threader. When you testified that Mr. Hansen was applying pressure on the threader, I believe it was your testimony that there are times when that is done the teeth could break off. Is that correct?

A Yes.

Q But the incident that you testified to that you saw Mr. Hansen do that was not one of those occasions, was it?

A I don't know if the teeth broke off or not.

Q Did you see any teeth broken off?

A There were teeth that were broke on the threading head, yah, but I don't know when it happened. I know of—

Q There were other people using the portaband that week, weren't there—the threader, excuse me.

A Yes.

Q When you testified that Mr. Smithback commented that he would like to see a little more work and less talk, that was directed to a group of people, wasn't it?

A No, it was directed to Malcolm.

[700] Q Did he say "Malcolm, I want to see a little less talk and more work"?

A Yes.

Q Okay, so your testimony is now that he approached Malcolm and said "Malcolm, I want to see a little less talk and more work"?



A Yes.

Q Okay. Who else was there when he said that?

A There were a number of people in the area at that time.

Q Okay, who?

A The crew that we had working up there. There were also some masons that were—

Q Who was the crew that was working up there that was—in that group when Mr. Smithback said that?

MR. PEASE: I object. That's not the question you asked him. You said "the area".

BY MS. BRAMMER:

Q Do you know the answer to the question I just put to you?

A Well, as far as the general area, there was quite a few people there. We had other—another contractor that was working in the area, there was Boise Cascade people there, you know, there was quite a few people up there at that—in the—

Q Okay, who was in the area close enough to Mr. Smithback that, in your opinion, they could have heard that?

[702] THE WITNESS: Yes.

JUDGE HARMATZ: Did this card appear to have been folded?

THE WITNESS: No.

BY MS. BRAMMER:

Q And you never heard Hansen threaten anybody with any physical harm, did you?

A No.

Q Did Mike Grow ever ask Mick Hansen in your presence simply "Why didn't Mick work for T & C, Town and Country?"

A When we were sitting at lunch, he mentioned it to him, but the way he gestured and said it, it was, you know, right after Mick had asked him, you know, "Well, why don't you join the union?" Mike just came back and said "Well, why don't you join Town & Country?"

Q Your testimony previously was, and correct me if I am wrong, "Why don't you quit the union and work for Town & Country?" wasn't it?

A Yah.

Q Did Mike Grow ever simply just ask Mick Hansen why didn't he come to work for Town & Country?

A No.

MS. BRAMMER: Nothing else.

JUDGE HARMATZ: Mr. Gordon?

MR. GORDON: Thank you, Your Honor.

[703]

# CROSS-EXAMINATION

BY MR. GORDON:

Q The Judge asked you a question about four of you living together, eating, sleeping together, driving together. Actually, it was five of you, wasn't it? Wasn't Rod Smithback in that same cabin?

A Yah, including Malcolm, there would have been five, yes.

Q All right. Now, going to Tuesday, what time did you get on the job on Tuesday? I believe that's September 12th.

A We stopped and ate breakfast, and after getting our I.D. cards and that, I don't think it was till like around 8 o'clock before we actually got on inside the gates.

Q Okay. And did Hansen and Tom and Mike go to work before you did?

A No.

Q Okay. When you came, were you working in a different area than they were on that day, at least to start out with?

A No.

Q Okay, you are all working in—

A All in the same area.

Q —same area?

A Um-hmm.

Q How close—were you working in that area close to the scaffold that Tom and Mike were on?

A I was on the scaffold.

[706] on that job?

A Yes. One was owned by Town & Country and other one was Rod Smithback's personal—

Q Okay. Is it your testimony that both were used regularly and frequently on that job?

A Yes.

Q And used by everybody?

A Yes.

Q And Rod's wasn't just for Rod? Rod would let anybody use his?

A Yes.

Q Including Mickey Hansen?

A Yah.

Q And Mike—do I understand correctly that Mike was cutting struts on Tuesday?

A Yah, at the beginning of Tuesday.

Q And with respect to your testimony about measuring, wouldn't it be the same if you measured from top to top as if you measured from bottom to bottom? Don't you come up with the same measurement?

A It makes a difference in what application you are using it on as far as where you are going with your offset.

Q I understand, but you are talking about offsetting a length of conduit, right?

A Right.

[707] Q So you are talking about measuring from the top of that conduit to the top of that same piece of conduit as between the two different levels of offset, right?

A Yah, but when you bend it, you have a gain in your conduit, so your measurement from the center to the center on your bend say if you went from top to top is not the same as if you went from center to center, if you went from bottom to bottom, because of the gain you have in the conduit.

Q Isn't that gain picked up in either the top to top measurement or the bottom to bottom measurement the same?

A You'll have more gain on the—which will be the outside of your pipe, which would be the top.

Q If you turned the pipe over, the top would become the bottom, wouldn't it?

A Yah.

Q And if you took the measurement, it would be the same, wouldn't it?

A One second. I'm going to think about this.  
(Pause.)

A When I think about it, yah, it makes sense.

Q Okay.

A But I have done it on the job before and it hasn't worked that way.

Q Okay.

Now, with respect to your testimony about these blades,

[710] A Almost the whole day.

Q And which day would that have been?

A Wednesday.



Q And how far are those walls apart from each other in terms of feet if you could estimate?

A Maybe 10 feet.

Q And how long are they?

A The south wall was maybe 25 feet and the east wall probably 35—40 feet.

Q And is the work that you are doing—I understand this is the area where you are running conduit, right?

A Yah.

Q But in terms of cutting the conduit, threading it and all that preparatory work, cutting struts, is that done between those two walls or in some other area and then brought it?

A Right by them two areas. Our threading machine and everything was basically set up in the middle of the room.

Q Okay, so between the two walls?

A Yah.

Q Going to your conversations with Mickey Hansen on Thursday, I think you told us you had a conversation with him where you told him that as far as you were concerned, he was a good organizer?

A I said he knew what he was doing.

Q Okay. And in that conversation, did you also tell him [711] that you thought he had a lot of guts for staying in the same cabin with all of you guys after he had announced that he was a union organizer?

A Yah, I did.

Q And you mentioned a conversation with Rod Smithback on Thursday, I believe in the afternoon, after your afternoon break where Rod told you that things would be worked out. Do you remember that?

A Yah.

Q Did he tell you how they had been worked out, what was going to happen?

A Yah, he did. He said that the information that Mick had brought up to the inspectors about him working for Ameristaff, it's true that they—that Town & Country couldn't use his license if he was through Ameristaff, and that Ameristaff was going to have to let him go.

JUDGE HARMATZ: Excuse me.

I didn't get the date. When was that?

THE WITNESS: That was on the Thursday.

JUDGE HARMATZ: Okay.

BY MR. GORDON:

Q Thursday afternoon after the afternoon break?

A Yah, it would have been about 3 o'clock in the afternoon.

Q Did Smithback tell you anything more with respect to how things were worked out or was there anything more to that [712] conversation with Smithback?

A He just told me to stay calm, and, you know, don't lose my cool.

Q Okay. Can you recall anything else?

A No, not at the time.

JUDGE HARMATZ: Why did he say—did he tell you why or did you say anything that led to this comment "Just stay cool"?

THE WITNESS: He knew I was—

JUDGE HARMATZ: Were you concerned about anything at the time that you heard this?

THE WITNESS: He knew I was quite upset about the situation and everything. He just didn't want me to get upset and punch him or something like that for something he said. He just told me, you know, "Just stay calm, just stay relaxed, everything will be taken care of".

JUDGE HARMATZ: For something who said? For something that Hansen said?

THE WITNESS: Yah.

JUDGE HARMATZ: What did Hansen say that could have provoked you to punch him?

THE WITNESS: Just the way he was continually riding us about joining.

JUDGE HARMATZ: What did he say that even represented riding you?

[713] THE WITNESS: The way—

JUDGE HARMATZ: What did you interpret that he said as making him riding you, as riding you? "Riding" to me means if you are ribbing somebody or if you are ridiculing them or teasing them or taunting them. What did he do in that line? Am I wrong? Is that what you understand "riding" to be?

THE WITNESS: To me, the riding was all from the time we got in on the job in the morning until we left, you know. All I kept hearing from him, you know, whenever he would say something was, you know, "Hey, join the union, join the union", you know. It was just repetitious, just over and over and over again.

JUDGE HARMATZ: And that was sufficiently provocative for you to be considering punching him?

THE WITNESS: Yah, I had had enough of it. I asked him, you know, "Hey, I don't want to hear no more". You know, I had had enough, so just, you know, that was it.

JUDGE HARMATZ: Mr. Hansen is a pretty good size man, isn't he?

THE WITNESS: Yah.

JUDGE HARMATZ: And you are not so big, are you?

THE WITNESS: I hold my own.

JUDGE HARMATZ: You hold your own.

THE WITNESS: Yes.

JUDGE HARMATZ: So you have been involved in fist to [714] cuffs [sic] before?

THE WITNESS: Yes.

JUDGE HARMATZ: Often?

THE WITNESS: No, I was trained in martial arts for 8 years.

JUDGE HARMATZ: You were trained in martial arts for 8 years. Did you reach a certain level in martial arts?

THE WITNESS: Yes, I did.

JUDGE HARMATZ: What level?

THE WITNESS: Second degree black belt.

JUDGE HARMATZ: Second degree black belt. That's interesting.

So with that kind of training—since you have been back to Wisconsin—how long have you been in Wisconsin?

THE WITNESS: About 3 years.

JUDGE HARMATZ: Three years—have you had any confrontations, fist to cuffs, [sic] outside of the ring and outside of training in that period?

THE WITNESS: No.

JUDGE HARMATZ: You haven't?

THE WITNESS: No.

JUDGE HARMATZ: Okay, you may continue.

MR. GORDON: I have no further questions, Your Honor.

JUDGE HARMATZ: How old are you?

THE WITNESS: Twenty-nine.

[715] JUDGE HARMATZ: And where do you live?

THE WITNESS: 1025—

JUDGE HARMATZ: No, no, no, no, what area?

THE WITNESS: Oshkosh, Wisconsin.

JUDGE HARMATZ: Oshkosh?

THE WITNESS: Yes.

JUDGE HARMATZ: Is that where you were living at the time of this job?

THE WITNESS: Yes.



JUDGE HARMATZ: And you had a non-working wife and a young child?

THE WITNESS: My wife works.

JUDGE HARMATZ: Oh, she does work?

THE WITNESS: Yes.

JUDGE HARMATZ: Was she working at the time of this job?

THE WITNESS: Yes, she was.

JUDGE HARMATZ: Was she working on Thursday, September 13th?

THE WITNESS: Yes, she runs a day care facility out of her home—out of our home.

JUDGE HARMATZ: All right.

Now, how long have you been married?

THE WITNESS: I just got married last July 14th.

JUDGE HARMATZ: Okay, so you are a newlywed, sort of?

THE WITNESS: Yes.

[721] MR. GORDON: I have nothing further.

JUDGE HARMATZ: I just want to follow-up on his questions about top to top and bottom to bottom measurements.

Is pipe before it is worked on marked in any way in terms of top to top and bottom to bottom?

THE WITNESS: No, it's not marked.

JUDGE HARMATZ: After it is bent, is it marked in any way?

THE WITNESS: No.

JUDGE HARMATZ: Isn't it true that very often when you are installing conduit that the person who is doing the bending will not be the person who is doing the actual installation of the bent pipe?

THE WITNESS: No, if I bend it, I put it in and that's true on all the jobs I have worked on.

JUDGE HARMATZ: It would never be bent by somebody other than the person—it would never be installed by somebody other than the person who—it would never be bent by somebody other than the person that is doing the installing?

THE WITNESS: It could be, but that's not the practice we use.

JUDGE HARMATZ: Okay.

I just don't follow your response to Mr. Gordon that though what he says sounds logical, it just doesn't work in application. I can't figure how there would be a difference, [722] you know, in terms of the two measurements. It would seem to me that just as he points out, once you turn the pipe upside down after it is bent, the measure—you couldn't tell the top. If I flipped it 17 times and didn't tell you that it was an odd—that it was flipped an odd time, you wouldn't know whether you were taking a top to top or bottom to bottom measurement. Isn't that an accurate statement?

THE WITNESS: Yes.

JUDGE HARMATZ: Okay.

MR. PEASE: Nothing.

JUDGE HARMATZ: Thank you very much, Mr. Reinders.

(The witness was excused from the stand.)

MR. PEASE: My records show our exhibits 1 through 12, except for 2, which we did not offer, have been received into evidence. Is that correct?

JUDGE HARMATZ: That's what I show.

MR. PEASE: Okay.

And we have no further witnesses and we rest at this time.

JUDGE HARMATZ: Rebuttal?

MS. BRAMMER: Could I have 5 minutes?

JUDGE HARMATZ: Five minutes? Five-minute rebuttal?

Off the record.

(Whereupon, a brief recess was taken.)

JUDGE HARMATZ: Back on the record.

[723] MS. BRAMMER: Malcolm Hansen. Whereupon,

**MALCOLM HANSEN**

having been previously duly sworn, was recalled as a witness herein and was examined and testified further as follows:

**DIRECT EXAMINATION**

BY MS. BRAMMER:

Q Did you have in your possession at the job site in International Falls or at any time any cards that referred to you as a union organizer?

A No, I have never had any cards.

Q Did you have with you at that job site any union authorization cards?

A No, I did not.

Q Did you have with you any kinds of cards that employees there would sign?

A No, I did not.

Q Did you ever represent that you did?

A No, I did not.

Q Did you ever see more than one portaband saw on that job?

A No, I did not.

Q To what extent, if any, were you personally involved in the replacement of any blades on the portaband saw that you were aware that was there?

A I changed one blade on the portaband saw.

[724] Q When was that?

A I believe it was on Wednesday morning, September 13th.

Q Could you describe what the circumstances of that replacement were?

A I went to cut some unistrut and the portaband saw was there without a blade in it. I then asked Randy Reinders where I would get a blade. I think he referred me to Smithback.

Q And did you get one?

A Yes.

Q And did you replace it yourself?

A Yes, I did.

Q Did a blade ever break or bend while you were using the portaband saw?

A Not that I recall.

Q Were you ever confronted with any allegation that your use of the portaband saw created a breakage of damage of a blade?

A No, I wasn't.

Q Okay, referring you to—you were in the hearing room during the testimony of Mr. Smithback, Mr. Steiner and Mr. Reinders, is that correct?

A Yes, I was.

Q Okay. Referring you to the allegations involving chipped or dulled bits, did you have occasion to use bits when you [725] were working on the job site there?

A Yes, I did.

Q Okay, and could you describe what bit or bits you used?

A Basically, I use a 1/8 inch pilot bit and I also use a 1/2 inch unibit that I carry with me on all jobs that I have since I have been working in Alaska in 1976.

Q Which bit did you use most frequently there?

A My own personal unibit.



Q Were you ever aware that you chipped or dulled any bits?

A I'm not —

Q On that job?

A I'm not aware of it, no.

Q Were you ever told that you did?

A No, I was not.

Q When you were on that job, you had occasion to use what's called a "300 pipe threader", is that correct?

A Yes, I did.

Q Is that the correct name for it?

A Yes.

Q When did you first use that machine?

A I first used that machine sometime on Tuesday cutting some inch and a half pipe and threading it.

Q Okay. And where did you first get the die that's used on that machine? From whom?

A I first got die from Rod Smithback on Wednesday morning.

[726] Q Had you ever observed that he had been using it?

A I observed him Wednesday morning that he was working on it, and I told him he wasn't allowed to do electrical work in the State of Minnesota, and he said "O.K.", and he give me the die.

Q Did you observe that you ever cracked the threader on that machine through the use of a hammer?

A Oh, yes, I cracked — but the machine is made so that the dogs in there will hold the pipe and turn the pipe and the die itself stays stationary.

Q Are the dogs — are you talking about teeth or what?

A Yah, they will be — the teeth will be in the dogs, and that will hold the pipe, and before that, I observed Tom Steiner using it, and while threading the pipe, the teeth or

the machine itself actually slipped on the pipe causing it to scar it up, take the galvanizing off of it, and this will happen many times if the teeth are worn or so on so forth. They are replaceable. I don't know if they know that or not, but they are. So I did hit it with a hammer to be sure that the teeth were set in the pipe so this wouldn't happen. This is a common practice.

Q In your work as an electrician since 1956, have you done that before?

A Yes, I have.

Q Did you ever say anything to Rod Smithback regarding the [727] condition of the 300 threader?

A Yes, I did.

Q First of all, when was that?

A I believe it was on Wednesday morning after I worked on the dies and guns so they would work again, I told Rod that he had to order some new dies for it.

Q And what did he say?

A I guess he acknowledged it and to my knowledge, he was going to do it.

Q Did he indicate to you in any way that he thought that your request for new dies for that was due to any abuse by you?

A No.

Q Can you explain for what purpose you were throwing clamps up to Gary Steiner and Randy Reinders when they were on the scaffolding on Tuesday, September 12th?

A Well, basically, I was throwing them up to them as they used them so they wouldn't have to have them up on the scaffold and in their way. Basically, I was handing up pipe to them and moving the scaffold when so needed, and really, there was nothing else for me to do other than to hand up the pipe and move the scaffold, and so I threw up the clamps as they needed them.

Q Based on your 30 years in the trade, is it your experience that clamps are kept on the scaffolding during [728] work?

A I can be or it can't be. My experience has been the least amount of debris you have on the scaffolding when you are working, the safer it is.

Q Did you make a two-person job a three-person job in your opinion?

A No, I did not.

Q Referring you to the allegations that you were cutting—when you were mounting disconnects, that you were cutting the nipples in a crooked fashion, can you explain how that cutting is done?

A The cutting is done basically by a machine by—a pipecutter is mounted stationary and the pipecutter has a roller—two rollers on one side of it and the opposing side has a cutting blade that is like a roller with a sharp edge. You put your pipe into it and you screw the pipe up to it and you turn the machine on and it will cut the pipe itself.

Q Is it your experience that the cut—

JUDGE HARMATZ: But you can get an off-cut if you don't install the pipe into the machine properly? Is that possible?

THE WITNESS: I would say that would be nearly impossible. I have never seen it done in all my years and experience where you would get a cut that was crooked on a pipe in a threader. I have never seen it done. There's a lot of things I haven't seen, but I would say it would be [729] impossible.

BY MS. BRAMMER:

Q Did you ever have—did you ever talk to Boise Cascade employees in the welding shop during work time?

A Oh, yes, I did.

Q Was there ever any work-related reason that you were doing so?

A Yes, there was.

Q Okay, can you just briefly describe what those reasons were?

A After the State inspector was there on Tuesday, he said that "Three men can be here on the job, one licensed man, two unlicensed men. The licensed man is Malcolm Hansen. He will be in charge and supervise the installation of all electrical apparatus."

Q Okay, did you ever talk to them on other occasions about the progress of the job there?

A Yes, I did.

Q Did you ever tell anyone at the Boise Cascade job site, and specifically Tom Steiner, Randy Reinders, Mike Grow or Rod Smithback that your salary at Town & Country was being supplemented in any way?

A No, I did not.

Q Did you know at that time it was being supplemented in any way?

[730] A No, I did not.

Q Did you ever tell anyone what your wage and benefit package was valued at when you were working union jobs in this area?

A Yes, I did.

Q Did you ever tell anyone from Town & Country, and specifically, Dennis Defferding, Ron Sager or from Ameristaff, Steven Buelow, that you had a Master's License?

A No, I did not.

Q Did you ever tell that to any employees at the work site once you arrived in International Falls?

A No, I did not.

Q And that's not true is it?

A No, I have never had a Master's License.

JUDGE HARMATZ: Excuse me, but is there such a thing as a Class "A" Electrician Master's License?



THE WITNESS: I guess you would have to refer to Mike Priem or somebody.

JUDGE HARMATZ: You don't know?

THE WITNESS: I suppose there is, yah.

JUDGE HARMATZ: There is such a thing as a Class "A" Electrician?

THE WITNESS: Class "A" Journeyman.

JUDGE HARMATZ: Class "A" Journeyman Electrician.

THE WITNESS: Yah.

[731] JUDGE HARMATZ: And what you are saying is a Master Electrician?

THE WITNESS: Yah, there's a class "A" and a Class "B", yah.

JUDGE HARMATZ: Is there a Class "A" and Class "B" Master?

THE WITNESS: Yah.

JUDGE HARMATZ: Okay.

BY MS. BRAMMER:

Q How old are you?

A 50 years old.

Q And are you married?

A No, I lost my — my wife died in 1982.

Q What is your understanding, if you have one, on the practice of measuring conduit top to top versus bottom to bottom?

A My experience, it really doesn't make any difference one way or another. It's all the same.

Q Are you familiar with a machine — 555 used for bending conduit?

A Yes, it's a Greenly machine. It's referred to in the trade as a "triple nickel". I have used a 555 for at least 10 years.

Q And so you are familiar with the usage of that?

A Yes, I am.

[732] Q To what extent has it been your experience —

JUDGE HARMATZ: How about the multipliers that are used — the multipliers that are used in conjunction with that? Would you have to make any references?

THE WITNESS: They are in my head — the multipliers I use on all bending.

JUDGE HARMATZ: Can you recall an incident in which you were observed reading what I'll call the charts that were on the machine?

THE WITNESS: I bend my conduit just a little different than other people. I do not use the charts that's on the top of a bender.

JUDGE HARMATZ: And you heard the testimony that you did?

THE WITNESS: Yes, I did.

JUDGE HARMATZ: And that's false testimony according to you?

THE WITNESS: Yes, it is.

BY MS. BRAMMER:

Q Are you able to say here today what multiplier you would use for 60 degrees?

A 1.1.

Q Okay, and 45?

A 1.41.

Q How about 30?

A Two.

[733] Q 22?

A Three.

Q 22 and a half, excuse me. 15?

A Four.

Q And 7 and a half?

A Eight.

Q To what extent has it been your experience that someone other than the installer of conduit would have bent it?

A My experience over the years, whenever it is more efficient to have somebody up in the air measuring and installing it and having somebody on the ground bending it or handing it up to them, this is a common practice.

Q In your work as an electrician since 1956, have you ever been disciplined or terminated for any reason including the improper work performance?

A Would you please restate the question?

Q Yes. Have you ever been discharged for any cause from a job since you have been working as an electrician?

A None other than reduction in force.

Q No, a discharge for a cause.

A No.

Q Do you know what that term means?

A I believe it means fire.

Q Okay. Have you ever received any discipline because of [734] insufficient or improper work performance?

A No, I haven't.

Q So how many years have you been referred by the IBEW by any local to jobs?

A The first time I was referred by an IBEW local, I was referred out of Local 31 in Duluth in 1956.

Q And in many situations, employers have a right of refusal for referrals, is that correct?

A Yes, it is.

Q Have you ever been refused when referred?

A No, I haven't.

Q Can you explain briefly what a "C" in the line is?

A Well, a "C" in the line is a fitting that has an opening it is that many times is used basically to allow for a pulling wire or rope to get into the line to pull it. Years

ago, before we had vacuum cleaners and blowing and jet lines and so on and so forth, they limited the "C" to 100 feet so it would allow a 100-foot fish tape to get in there.

Q And to what extent, if any, did you make an evaluation on the need for that at the Boise Cascade job?

A Well, I don't—I see nothing wrong with putting "C" 's in there, but if you don't have a "C", I don't really believe it necessitates a "C" if a job is going to be held up and you have facilities to get the line in for 200 feet. I leave it out.

[735] JUDGE HARMATZ: What facilities did you have?

THE WITNESS: My understanding, the facility that they were to have is they were to have a vacuum cleaner or 250-foot fish tape.

BY MS. BRAMMER:

Q How did you get that understanding?

A I think that we stopped installing the pipe and when Mr. Smithback returned to that area and said "Go ahead and put it in without the "C", so that's what we did.

Q Regarding the testimony that was heard on the cutting of struts, and allegations of improper cutting of struts.

A Yes.

Q Did you cut struts when you were on the job in International Falls?

A Oh, yes.

Q Based on your experience, did you believe that you had improperly cut any struts when you were there?

A I don't believe I improperly cut any struts.

Q Did you ever cut any struts on which there were jagged or uneven corners?

A When you cut a strut, there will be a little jagged edge that you take off with a file, but basically, the struts I cut were square and very usable.



Q Did Rod Smithback ever approach you or confront you in any way regarding the manner in which you were cutting struts [736] on that job?

A No one ever approached me in the manner I cut struts on that job.

Q Anyone from Boise Cascade?

A No.

MS. BRAMMER: Nothing else.

JUDGE HARMATZ: Were you aware of any suspension of the order of performance of the job caused by the necessity of redoing struts?

THE WITNESS: Yah, there were some struts that had to be redone. There was a change in plans on the job. There was also a transformer that was installed and there was a change or a hold on that because they thought it was going to be in the way of the operation of an electric door, a fire door.

JUDGE HARMATZ: How about redone due to improperly cut non-square, jagged, non-filed struts?

THE WITNESS: None that I am aware of, not for just the cut itself. There was some for—to change lengths that—

JUDGE HARMATZ: But that was due to a change in plans?

THE WITNESS: Yes.

MS. BRAMMER: Nothing else.

#### CROSS-EXAMINATION

BY MR. GORDON:

Q You mentioned a unibit that—your own personal unibit?

A Yes.

[737] Q Did you carry that bit with you?

A I have carried a unibit in my pocket ever since I worked in Alaska in 1976. Every night it sits on my dresser. I put it my pocket. I have two items I carry with me all the time.

Q Do you have it with you now?

A Yes, I do.

Q Would you show it to the Judge?

JUDGE HARMATZ: Better not be 4 feet long. (Witness handing Judge unibit.)

BY MR. GORDON:

Q Did you have that unibit with you at the Boise project?

A Yes, I do.

Q Did you use it?

A Yes, I did.

JUDGE HARMATZ: It's still cold.

BY MR. GORDON:

Q That particular unibit—how would you compare that to the bits that you find in the standard tool inventory of most contractors in terms of quality?

A I would say it is much higher quality. I would surmise right now that this bit costs \$22.00, my own personal bit.

Q Okay.

And I just want to ask you a couple questions about this threader. Now, when you are threading pipe, you insert a die into the threader, right?

[738] A Actually, the die is a part of the threader. The die stays stationary.

Q Okay, so what happens when you change diameter of pipe, vis-a-vis, the die or the threader?

A Well, there's two things: either you can change the die or some dies are adjustable.

Q So which is it up at Boise?

A They had both. I believe they had a half-inch die and I believe they had a 3/4 and 1/2 inch adjustable die. I believe they had a 2-inch to 1-inch adjustable die.

Q Okay. Now, what were you cutting or threading on Tuesday?

A Inch and a half pipe.

Q Okay. And did that change as you went to Wednesday?

A Yes, it did.

Q And what did it change to?

A I believe on Wednesday, that the nipples I cut for the welding disconnects—and I'm not positive, but they were either half or 3/4 inch.

Q But it was definitely a different size from the day before?

A Yes, it was.

Q And did that necessitate using either a different adjustable die?

A Yes, it did.

[739] Q And when you started using that, the second adjustable die on Wednesday, did you notice anything about it at the time you started to use it?

A Well, I got the die before I ever started using it. I got the die from Rod Smithback. Rod Smithback was going to work on the die on Wednesday morning, and I told him "Rod," I said "I thought the State inspector said you couldn't do any work here? I better do that." And he gave me the die.

Q Just so I am clear on this, so actually the die—work was done on the die before it was ever used to thread pipe as far as you know?

A As far as I am concerned, yes.

Q And then after Rod turned the die over to you, you went to work on it?

A Yes, I did.

Q And you fixed it?

A I fixed it the best I could, yes.

Q And then it was used?

A Yes, it was.

MR. GORDON: That's all I have, Your Honor.

#### CROSS-EXAMINATION

BY MR. PEASE:

Q Malcolm, isn't it true that the electrical work that you said Rod was doing was attempting to repair that threading machine?

[740] A He was attempting to repair a threading machine that's used in the electrical industry.

MR. PEASE: No further questions.

JUDGE HARMATZ: Anything further from this gentleman?

MS. BRAMMER: No.

JUDGE HARMATZ: Thank you, Mr. Hansen.

(The witness was excused from the stand.)

MR. GORDON: I have a rebuttal witness, Your Honor.

Should I proceed?

JUDGE HARMATZ: Proceed.

MR. GORDON: Michael Priem.

Whereupon,

#### MICHAEL PRIEM

having been previously duly sworn, was recalled as a witness herein, and was examined and testified further as follows:

JUDGE HARMATZ: You may go ahead.

MR. GORDON: Thank you, Your Honor.



Charging Party 4.

(The document referred to was marked for identification as Charging Party Exhibit No. 4.)

**DIRECT EXAMINATION**

BY MR. GORDON:

Q Mr. Priem, I have handed you what has been marked as Charging Party Exhibit No. 4. Can you identify that document [741] for us, please?

(The witness was proffered the document.)

A Yes, this is work record card that is kept on file in Local 292's hiring hall office, a copy of work record file for Malcolm Hansen.

Q Now, in the course of performing your duties for Local 292, have you been involved in the operation of the hiring hall?

A Yes, I ran the hiring hall operation from May of 1988 through November 1st of 1989.

Q So you are familiar with the preparation and keeping of these documents?

A Yes.

Q And with respect to the record for Mr. Hansen or records, generally, do you keep track of the reason why the individual leaves a job?

A Yes.

Q And do you note that reason by the use of abbreviations on the hiring hall record?

A Yes.

Q Let me take you through the representative abbreviations that appear on Mr. Hansen's card. The first one I see is across from 10/5/67 "VQ".

A Voluntary Quit.

Q Okay. The next one down is "RF".

[742] A Reduction in Force.

Q Okay. Are there any other abbreviations that appear on this card?

A No.

Q Are there any other abbreviations that are used with respect to these cards?

A Yes.

Q And what is that?

A "DC".

Q And what does that stand for?

A Discharge for Cause.

Q So based on your review of Mr. Hansen's work record, he has never been discharged for cause?

A Never.

Q Now, I notice that the first entry is 8/24/67 and it looks like the last entry is 10/24/89.

A Correct.

Q And in between, he has a number of referrals to different jobs. First, let me ask you, do you keep track of when an individual is referred to a job and where the employer refuses to accept that individual?

A Yes.

Q And would that show up on this card?

A Yes.

Q And how would it show up?

[743] A It would be written in, not as an abbreviation, but it would be written in as a "turn around".

Q Okay, you use the phrase "turn around"?

A Right.

Q And there are none of those on Mr. Hansen's card?

A No.

Q Now, with respect to the number of jobs that Mr. Hansen has held over the years, is there anything unusual about that?

A No.

Q Why is that?

A It's common practice. You are referred out to a job, the job is done. If the contractor you are working for is running low on work, you come back to the hall and you go right back out; it's common practice.

Q That's the way the referral system works?

A Yes.

MR. GORDON: Move the admission of Charging Party's Exhibit 4, Your Honor.

MR. PEASE: Object: hearsay.

JUDGE HARMATZ: Overruled. Business record.

(The document referred to, having been previously marked for identification as Charging Party's Exhibit No. 4, was received in evidence.)





U.S. v. 89A-1035, 11094 Original Exhibit No. 2  
 and 11080 (CC, Board, Party)  
 by \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 dated \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 at \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 City and State of \_\_\_\_\_  
\_\_\_\_\_ County  
 Title: \_\_\_\_\_ Reporter: \_\_\_\_\_  
12/11/89  
 lo. Pages: 1





LOCAL 292

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

United Labor Centre, 2nd Floor, Suite 292  
312 Central Avenue • Minneapolis, Minnesota 55414  
(612) 379-1292

September 14, 1989

189

Town and Country Electric  
2662 American Drive  
Appleton, WI 54915

Dear Sirs:

Please be advised that Mickey Hansen, an employee of Town and Country Electric working on the Boise Cascade project in International Falls, Minnesota, is a member of IBEW Local 292, Minneapolis, Minnesota. Mr. Hansen will be engaging in organizing activities and is protected by the National Labor Relations Act.

Sincerely,

*Michael J. Priem*

MICHAEL J. PRIEM  
Business Rep  
Local 292, IBEW

MP:bk  
opelu #12, afl-cio

CC: NLRB  
IBEW Local 294

certified #P043 935 511

*Case #12  
184A-11035, 11044  
and 11080*

*CL 50*

*Town & Country*

Date:

*12/11/89*

By:

*Michael J. Priem*

No. Pages:

*1*



TOWN & COUNTRY ELECTRIC, INC.

September 21, 1989

Mr. Michael Priem  
International Brotherhood of Electrical Workers  
United Labor Centre  
2nd Floor, Suite 292  
312 Central Avenue  
Minneapolis, MN 55414

Dear Mr. Priem:

We acknowledge your September 14, 1989 letter which is stamped by the Post Office dated September 16, 1989 and received by us September 21, 1989 concerning Mickey Hanson.

We wish to inform you that Mr. Hanson has never worked for our company. Mr. Hanson was employed by Ameristaff. We are enclosing copies of Mr. Hanson's acknowledgement of this fact, which we obtained from Ameristaff. Please contact Ameristaff directly if you have any further questions.

Sincerely,

*Ronald L. Sager*

Ronald L. Sager  
Manager Human Resources

RS:vb

cc: file

Case No. 18-CA-11035/1104 Original Filing No. 25(6)  
and 11080 (CC, Board, Party)  
Disposition: Referred Referred  
IN THE MATTER OF: Town & Country  
Date: 12/11/89 Witness: SMW Reporter  
No. Pages: 7

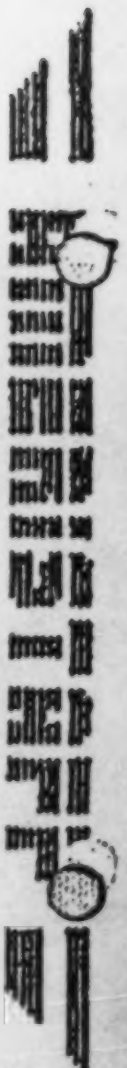
P.O. BOX 627  
2662 AMERICAN DRIVE

P.O. BOX 442  
N 88 W. 16414 MAIN STREET

2423 AMERICAN LANE

GC 5(b)





**PERSONNEL CONTRACTORS**

115 S. Jefferson Street Suite 304  
Green Bay, WI 54301  
(414) 435-4455

**TERMS OF EMPLOYMENT  
WITH**

191

Malcolm H. Hansen SS 481 46 9951

STARTING DATE:

9/11/89

STARTING TIME:

CLIENT COMPANY:

Town/Country Electric

CLIENT LOCATION:

Appleton WI

CLIENT CONTACT:

Ron Sager

RATE PER HOUR:

15.00

OVERTIME RATE:

22.50

(After 40 Hrs. Per Wk.)

TRAVEL AGREEMENTS:

~~25.00~~ 25.00 PER DIEM IN

ADDITION TO PER MILEAGE PAY  
AS SPECIFIED BY TOWN AND  
COUNTRY ELECTRIC.

PER  
Day  
WOTKIDC

I understand and have agreed to the terms listed above. In addition I have received, read and understand the policies regarding professionalism, Payroll Procedures, Time Ticket Completion, Overtime Pay, Worker's Compensation, Withholding Exemption Certificate, Employee Non Competition and Confidential Information Agreement, Representation, Rules and Regulations, Safety Rules and Regulations, Grievance Procedure and Insurance, and I agree to abide by them.

SIGNATURE

DATE

Malcolm H. Hansen 9/11/89

## AMERISTAFF EMPLOYMENT AGREEMENT

WHEREAS, the undersigned (hereafter designate Employee), is desirous of entering into a contractual relationship with AMERISTAFF for the purpose of providing contract labor, and;

WHEREAS, AMERISTAFF, in consideration of the covenants of the Employee, the above mutual as hereinafter more particularly set out, agrees to attempt to assign or otherwise procure employment for the Employee.

NOW THEREFORE, IT IS STIPULATED AND AGREED by the undersigned Employee as follows:

1. Employee hereby agrees and accepts an employment referral as set out below:

Company Town & Country Electric Date 9/7/89

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2. In consideration of said referral, Employee agrees that all business or technical information revealed or discovered by the employee in the course of his or her employment shall be deemed confidential and shall not be disclosed or revealed to anyone without the express written consent of AMERISTAFF or its clients. The information referred to herein includes, but is not limited to, all originals or copies of documents, drawings, products, models or mockups, and technical or mechanical data associated therewith.

3. The Employee agrees that all discoveries or improvements conceived, devised or in any way discovered by him or her in the course of his or her employment shall be, and are, the property of AMERISTAFF and/or its clients. The Employee agrees to execute all documents necessary for AMERISTAFF, its clients, agents or assigns to secure appropriate patents, trademarks, or other indicia of ownership.

4. Employee warrants and represents that upon execution of this document he or she is under no current or future obligation, whether contractual or otherwise, with any other employer or contract labor provider, and that his or her placement at the position set out below is solely a product of the contractual relationship contemplated in this document.

5. Employee acknowledges AMERISTAFF as his or her employer, and recognizes AMERISTAFF's property rights in its relationships with its clients and customers. Employee agrees that he or she will do nothing to damage the interest of AMERISTAFF set out above, including, but not limited to, any conversion or usurpation of the rights of AMERISTAFF.

6. Employee agrees that should his or her employment with AMERISTAFF for any reason cease, he or she will not, for a period of 60 days, accept employment from any client or customer of AMERISTAFF for whom the employee has provided labor immediately prior to said termination without first obtaining the written consent of AMERISTAFF.

7. Employee agrees that upon termination of his or her employment with AMERISTAFF for any reason, he or she will not, for a period of 60 days accept a referral from a competitor of AMERISTAFF to work for a customer or client of AMERISTAFF whom the Employee has provided labor to immediately prior to said termination.

8. Employee agrees that should he or she breach this agreement, AMERISTAFF would be entitled to all remedies at law, both legal and equitable, including injunctive relief, and further that the Employee will be responsible to AMERISTAFF for all damages incurred as a result of the breach including AMERISTAFF's costs, disbursements, and actual attorneys fees.

9. Employee agrees that his or her referrals by AMERISTAFF, both present and future, constitute valuable consideration of the promise made herein.

Dated this 7th day of SEPTEMBER, 19 89, at

MINNEAPOLIS, MINNESOTA

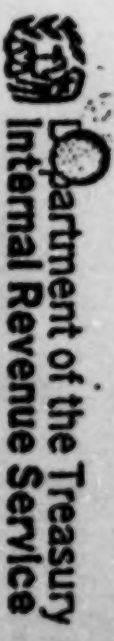
Shawn M. Butler Dr. J. J. J. J.  
WITNESS EMPLOYEE

Electician  
POSITION

1/1/89



# 1988 Form W-4



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**Purpose.** You must complete Form W-4 so that your employer can withhold the correct amount of Federal income tax from your pay.

**Exemption from withholding.** To be exempt, you must have owed no Federal income tax last year, and must not expect to owe any this year. You may not claim exempt status if you can be claimed as a dependent of another person, have any nonwage income, and expect your total income to be more than \$500. If exempt, only complete the certificate at the bottom of this page.

**Basic instructions.** Employees who are not exempt should complete the Personal Allowances Worksheet. Additional worksheets are provided on page 2 for employees to adjust their withholding allowances based on itemized deductions, adjustments to income, or two-earner/two-job situations. For accuracy, complete all worksheets

that apply to your situation. The worksheets on this form are designed to help you figure the number of withholding allowances you are entitled to claim. However, you may claim fewer allowances than this.

**Head of Household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependents) or other qualifying individuals. **Marriage income.** If you have a large amount of nonwage income, from sources such as interest or dividends, you should consider making estimated tax payments using Form 1040-ES. Otherwise, you may find that you owe additional tax at the end of the year.

**Two-Earner/Two-Jobs.** If you have a working spouse or more than one job, figure the total

number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. This total should be divided among all jobs. Your withholding will usually be most accurate when all allowances are claimed on the W-4 filed for the highest paying job and zero allowances are claimed for the others.

**Advance Earned Income Credit.** If you are eligible for this credit, you can receive it added to your paycheck throughout the year. For details, obtain Form W-5 from your employer.

**Check Your Withholding.** After your W-4 takes effect, you can use Publication 919, *Is My Withholding Correct for 1988?* to see how the dollar amount you are having withheld compares to your estimated total annual tax. Call 1-800-424-3676 (in Hawaii and Alaska, check your local telephone directory) to obtain this publication.

## Personal Allowances Worksheet

A Enter "1" for yourself if no one else can claim you as a dependent . . . . . : A —  
 B Enter "1" if: { 1. You are single and have only one job; or  
 2. You are married, have only one job, and your spouse does not work; or  
 3. Your wages from a second job or your spouse's wages (or the total of both) are \$2,500 or less. . . . . : B —

C Enter "1" for your spouse. But, you may choose to enter "0" if you are married and have either a working spouse or more than one job (this may help you avoid having too little tax withheld) . . . . . : C —  
 D Enter number of dependents (other than your spouse or yourself) whom you will claim on your tax return . . . . . : D —  
 E Enter "1" if you will file as a head of household on your tax return (see conditions under "Head of Household," above) . . . . . : E —  
 F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit . . . . . : F —  
 G Add lines A through F and enter total here . . . . . : G —  
 • If you plan to itemize or claim adjustments to income and want to reduce your withholding, turn to the Deductions and Adjustments Worksheet on page 2.  
 • If you are single and have more than one job and your combined earnings from all jobs exceed \$25,000 OR if you are married and have a working spouse or more than one job, and the combined earnings from all jobs exceed \$40,000, then turn to the Two-Earner/Two-Job Worksheet on page 2 if you want to avoid having too little tax withheld.  
 • If neither of the above situations applies to you, stop here and enter the number from line G on line 4 of Form W-4 below.

For accuracy, do all worksheets that apply.

..... Cut here and give the certificate to your employer. Keep the top portion for your records. ....

Form **W-4**

Department of the Treasury  
Internal Revenue Service

## Employee's Withholding Allowance Certificate

► For Privacy Act and Paperwork Reduction Act Notice, see reverse.

OMB No. 1545-0010  
**1988**

1 Type or print your first name and middle initial

Last name

2 Your social security number

Home address (number and street or rural route)

City or town, state, and ZIP code

3 Marital Status

☒ Single ☐ Married  
 Note: If married, but withheld at higher Single rate, nonresident alien, check the Single box.

4 Total number of allowances you are claiming (from line G above or from the Worksheets on back if they apply) . . . . .

5 Additional amount, if any, you want deducted from each pay . . . . .

6 I claim exemption from withholding because (check boxes below that apply):

- a ☒ Last year I did not owe any Federal income tax and had a right to a full refund of ALL income tax withheld, AND  
 b ☒ This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld.

c If both a and b apply and you satisfy the additional conditions outlined above under "Exemption From Withholding," enter the year effective and "EXEMPT" here. Do not complete lines 4 and 5 above . . . . .

7 Are you a full-time student? (Note: Full-time students are not automatically exempt.)

Year **1988** ☐ Yes ☒ No

Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

8 Employer's name and address (Employer: Complete 2, 9, and 10 only if sending to IRS) 9 Office code 10 Employer identification number

Date ►

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**1 EMPLOYEE INFORMATION AND VERIFICATION: (To be completed and signed by employee.)**

Name (Print or Type) Last	First	Middle	Birth Name
MALCOLM	H	Hansen	Samuel
Address Street Name and Number			ZIP Code
805 2nd Ave			Buffalo NY 14203
Date of Birth (Month/Day/Year)			Social Security Number
4-4-35			481-46-9951

I attest, under penalty of perjury, that I am (check a box):

- ☒ 1. A citizen or national of the United States.  
☐ 2. An alien lawfully admitted for permanent residence (Alien Number A \_\_\_\_\_).  
☐ 3. An alien authorized by the Immigration and Naturalization Service to work in the United States (Alien Number A \_\_\_\_\_, expiration of employment authorization, if any \_\_\_\_\_).

I attest, under penalty of perjury, the documents that I have presented as evidence of identity and employment eligibility are genuine and relate to me. I am aware that Federal law provides for imprisonment and/or fine for any false statements or use of false documents in connection with this certificate.

Signature Malcolm H Hansen Date (Month/Day/Year) 9, 7, 1989

PREPARED/TRANSLATOR CERTIFICATION (To be completed if prepared by person other than the employee). I attest, under penalty of perjury, that the above was prepared by me in the request of the named individual and is based on all information of which I have any knowledge.

Signature	Name (Print or Type)
Address (Street Name and Number)	City State Zip Code

**2 EMPLOYER REVIEW AND VERIFICATION: (To be completed and signed by employer.)**

**Instructions:**

Examine one document from List A and check the appropriate box. OR examine one document from List B and one from List C and check the appropriate boxes. Provide the Document Identification Number and Expiration Date for the document checked.

**List A**  
Documents that Establish Identity and Employment Eligibility

- ☐ 1. United States Passport  
☐ 2. Certificate of United States Citizenship  
☐ 3. Certificate of Naturalization  
☐ 4. Unexpired foreign passport with attached Employment Authorization  
☐ 5. Alien Registration Card with photograph

Document Identification \_\_\_\_\_  
Expiration Date (if any) \_\_\_\_\_

**List B**  
Documents that Establish Identity

- ☒ 1. A State-issued driver's license or a State-issued I.D. card with a photograph, or information, including name, sex, date of birth, height, weight, and color of eyes. (Specify State) \_\_\_\_\_  
☐ 2. U.S. Military Card  
☐ 3. Other (Specify document and issuing authority) \_\_\_\_\_

Document Identification A 525 579 298 265  
Expiration Date (if any) \_\_\_\_\_

**List C**  
Documents that Establish Employment Eligibility

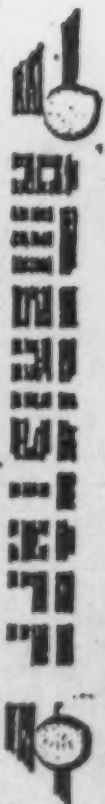
- ☐ 1. Original Social Security Number Card (other than a card stating it is not valid for employment)  
☐ 2. A birth certificate issued by State, county, or municipal authority bearing a seal or other certification  
☐ 3. Unexpired INS Employment Authorization Specify form # \_\_\_\_\_

Document Identification \_\_\_\_\_  
Expiration Date (if any) \_\_\_\_\_

**CERTIFICATION:** I attest, under penalty of perjury, that I have examined the documents presented by the above individual, that they appear to be genuine and to relate to the individual named, and that the individual, to the best of my knowledge, is eligible to work in the United States.

Signature	Name (Print or Type)	Title
Employer Name	Address	
		Date





PERSONNEL CONTRACTORS LTD.

115 S. Jefferson Street Suite 304  
Green Bay, WI 54301  
(414) 435-4455  
AN EQUAL OPPORTUNITY EMPLOYER

Elie Chiriclian  
POSITION

Sept 7, 1989  
DATE OF APPLICATION

195

NAME Hansen, Malcolm LAST FIRST MIDDLE

481-46-9951  
SOCIAL SECURITY NUMBER

PRESENT LOCAL ADDRESS

612-682-3667  
AREA CODE TELEPHONE NUMBER

PERMANENT ADDRESS  
(if different from above)

AREA CODE TELEPHONE NUMBER

DO YOU HAVE TRANSPORTATION? X YES — NO  
DATE OF BIRTH 4/4/39 HEIGHT 5'9" WEIGHT 242

DO YOU HAVE A VALID DRIVERS LICENSE? X YES — NO  
ARE YOU A CITIZEN OF THE U.S.? X YES — NO

The Age Discrimination in Employment Act of 1967 prohibits discrimination upon the basis of age with respect to individuals who are at least forty (40) but less than seventy (70) years of age.

EMERGENCY NOTIFICATION

NAME Lois Carlson  
ADDRESS 724 10th Ave West  
Granby, N.J. 07031

RELATIONSHIP SISTER  
218-326-6285  
AREA CODE TELEPHONE NUMBER

Have you applied here previously? — YES X NO Have you been employed here previously? — YES X NO  
Have you ever been convicted of any crime, including drug driving? (Exclude minor traffic and juvenile violations) — YES X NO  
Explain: —

Have you ever been hospitalized for, or treated for, problems relating to the use of alcohol and/or drugs? — YES X NO  
Do you now use habit forming drugs? — YES X NO  
Do you possess a mental or physical disability which might create a hazard to you or to others, which might require accommodations in the job you desire? (Ref. Sec. 503, Rehabilitation Act of 1973)? — YES X NO If yes, please explain: —

PHYSICAL INFORMATION

agv lt operator on successful

I have or have had:  
— Heart Disease X Heart — Back Injury — Dizziness —  
— Asthma — Spinal Cord — Diabetes — Hearing Defect — Epilepsy —  
— Other: —  
I have been ill or under Doctor's care recently? — YES X NO  
I have received Workers' Compensation in the past 5 years? — YES X NO

EDUCATION

Circle Highest Grade Completed in each school category	ELEMENTARY 1 2 3 4 5 6 7 8	and	HIGH SCHOOL 9 10 11 12	COLLEGE 0 2 3 4	GRAD SCHOOL 1 2 3 4
TYPE OF SCHOOL	SCHOOL NAME AND LOCATION	YEARS ATTENDED	GRADUATED YES OR NO	LAST YEAR ATTENDED	MAJOR COURSE OR DEGREE
ELEMENTARY	<u>Swatara, Minn</u>	<u>8</u>	<u>Yes</u>	<u>1953</u>	
JUNIOR HIGH SCHOOL					
SENIOR HIGH SCHOOL	<u>Booth Intermediate School of Swatara</u>	<u>4</u>	<u>Yes</u>	<u>1957</u>	
COLLEGE	<u>U of M St Paul</u>		<u>NO</u>	<u>1</u>	<u>agv</u>
COMMERCIAL OR TRADE SCHOOL					
NIGHT OR CORRESPONDENCE SCHOOL					

U.S. MILITARY SERVICE? X YES — NO From EPN 1957 to Jan 1960  
in London





25

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CONTRACTORS LTD.  
POST OFFICE BOX 1392  
GREEN BAY, WI 54305

AMERICAN STATE PERSONNEL

**CONTRACTORS, LTD.**

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NO



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Confidential

Case No. 18-CA-11035, 11044 Official Exhibit No. #6  
and 11080 (Ct. Record, Party)  
 Date: 12/12/89 Witness: [Signature] Reporter: [Signature]  
 No. Pages: 2

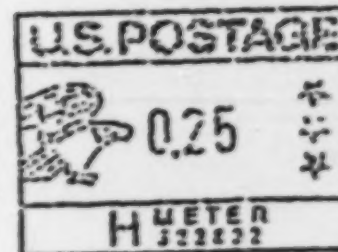




200

**AMERISTAFF**  
PERSONNEL CONTRACTORS LTD.

P.O. Box 1392  
Green Bay, WI 54305  
(414) 435-4455



Malcolm Hansen  
805 2nd Avenue South  
Buffalo, MN 55313





## OBJECTS

The objects of the International Brotherhood of Electrical Workers are:

- To organize all workers in the entire electrical industry in the United States and Canada, including all those in public utilities and electrical manufacturing, into local unions,
- To promote reasonable methods of work,
- To cultivate feelings of friendship among those of our industry,
- To settle all disputes between employers and employes by arbitration (if possible),
- To assist each other in sickness or distress,
- To secure employment,
- To reduce the hours of daily labor,
- To secure adequate pay for our work,
- To seek a higher and higher standard of living,
- To seek security for the individual,
- And by legal and proper means to elevate the moral, intellectual and social conditions of our members, their families and dependents, in the interest of a higher standard of citizenship.

## IBEW CONSTITUTION

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I.B.E.W. shall deposit the duplicate portion of the withdrawal card in the I.O. and pay his per capita in advance to the I.S., as well as any I.O. assessments, and he shall be entitled to all benefits of the I.B.E.W. as long as he complies with its laws and maintains his continuous good standing. The participating withdrawal card shall not entitle the holder to any L.U. benefits or admittance to any L.U. meeting. Upon returning to the trade, the recipient of this card shall deposit it in the L.U. which issued it. No member on participating withdrawal card is entitled to notice of any payments due the I.O.

Sec. 3. Any member not desiring to maintain his standing who retires from the trade or is unemployed, or in such other cases as may be decided by the L.U., may be issued an honorary withdrawal card provided dues are paid for the previous month or the current month if the application is made after the 15th of such month.

Upon returning to the trade, or again becoming employed, and having complied with this article, he shall deposit his withdrawal card in the L.U. that issued it and continue membership by paying the current month dues. No new initiation fee is necessary, except that any "A" member shall pay the two dollar (\$2.00) fee as required in Article X.

Sec. 4. "BA" members not employed under the jurisdiction of the L.U. for at least a month can be shown as on honorary withdrawal without actual issuance of the card, unless the L.U. bylaws provide otherwise. Officers of the L.U. are not entitled to withdrawal status without forfeiture of their office.

However a "BA" member, shown as on honorary withdrawal or on honorary withdrawal card not exceeding two (2) months, may retain his continuous good standing

in the L.U., and eligibility for local union office and as delegate to the I.C., by paying dues for the months of unemployment before becoming indebted to his L.U. for three (3) months' dues had he been employed.

Sec. 5. The validity of any withdrawal card shall be dependent upon the good conduct of the member. It can be annulled by any L.U. or by the I.P. for violation of the laws of the I.B.E.W., or the bylaws and rules of any L.U., or for working with or employing non-members of the I.B.E.W. to perform electrical work, or for any action of the holder detrimental to the interests of the I.B.E.W. Membership in the I.B.E.W. is automatically terminated upon annulment of any withdrawal card.

A member on a withdrawal card may be subject to charges, trial and appropriate penalty in accordance with provisions of this Constitution.

## ARTICLE XXVII

## MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(1) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U.

(2) Having knowledge of the violation of any provision of this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U.

(3) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.



(4) Engaging in activities designed to bring about a withdrawal or secession from the I.B.E.W. of any L.U. or of any member or group of members, or to cause dual unionism or schism within the I.B.E.W.

(5) Engaging in any act or acts which are contrary to the member's responsibility toward the I.B.E.W., or any of its L.U.'s, as an institution, or which interfere with the performance by the I.B.E.W. or a L.U. with its legal or contractual obligations.

(6) Working for, or on behalf of, any employer, employer-supported organization, or other union, or the representatives of any of the foregoing, whose position is adverse or detrimental to the I.B.E.W.

(7) Wronging a member of the I.B.E.W. by any act or acts (other than the expression of views or opinions) causing him physical or economic harm.

(8) Entering or being present at any meeting of a L.U., or its Executive Board, or any committee meeting while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(9) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language, creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(10) Making known the business of a L.U., directly or indirectly, to any employer, employer-supported organization, or other union, or to the representatives of any of the foregoing.

(11) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(12) Causing or engaging in unauthorized work stop-

pages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(13) Wilfully committing fraud in connection with voting for candidates for L.U. office, or for delegates to conventions.

(It shall not be considered an offense when a L.U. mails out—or posts in a conspicuous place—a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind—except that the word "SAMPLE" shall appear prominently across the face of the ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

(A) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for L.U. office, together with a factual record of activities within the L.U., committee assignments performed, offices held and experience gained for and in behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Board.

(B) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVIII, Section 20.

(14) Soliciting advertising for yearbooks, programs, etc., when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International Officers appear in such matter without consent of the I.P. Any member, any officer or representative of any L.U., or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(15) Failure to install or do his work in a safe, workmanlike manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(16) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(17) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.

(18) Wilfully committing fraud in connection with obtaining or furnishing credentials for delegates to the I.C. or being connected with any fraud in voting during the I.C.

(19) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above-named offenses may be assessed or suspended, or both, or expelled.

If an officer or representative of a L.U. is convicted of any one or more of the above-named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

#### Charges and Trials

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by the L.U. Executive Board which shall act as the trial board in accordance with Article XIX. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and IX.)

Sec. 3. All charges against a member or members must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read out but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than forty-five (45) days from the date the charges were filed. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an I.B.E.W. member to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the



action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right to appeal to the I.V.P., then to the I.P., then to the I.E.C. and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so anytime within thirty (30) days from the date decision was rendered. The board shall reopen any case or cases when directed to do so by the I.V.P. or the I.P.

Sec. 7. If the accused wilfully fails to stand trial—or attempts to evade trial—the trial board shall proceed to hear and determine the case just as though the accused were present.

#### **Trials of Officers and Representatives**

Sec. 8. All charges against an officer or representative of a L.U. must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved. However, if such charges are against an officer or representative of a railroad L.U., or an officer, general chairman or representative of a Railroad Council, these shall be filed with the I.V.P. in charge of railroad matters.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and IX.)

Sec. 9. The I.V.P. shall pass upon and determine such cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within thirty (30) days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review, decision and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when there is new evidence or testimony, facts or circumstances, which he feels are sufficient to justify such being done.

#### **Appeals**

Sec. 12. Any member who claims an injustice has been done him by any L.U. or trial board, or by any Railroad Council, may appeal to the I.V.P. any time within forty-five (45) days after the date of the action complained of. If the appeal is from an action of a railroad local union, or a Railroad Council, it must go to the I.V.P. in charge of railroad matters.

A copy of any appeal must be filed with the L.U., or with the Railroad Council, as the case may be.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first paid the

assessment, which he can do under protest. When the assessment exceeds fifty dollars (\$50.00), payments of not less than forty dollars (\$40.00) in monthly installments must be made until the assessment is paid or until a final decision on the appeal is made, whichever occurs first. The first monthly installment must be made within fifteen (15) days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the Convention, to be considered, must be made within thirty (30) days from the date of the decision appealed from. (Appeals to the I.E.C. and to Conventions must be filed with the I.S.) If no appeal is made within thirty (30) days from the date that any decision is rendered, such decisions shall be considered final.

Sec. 17. Any member penalized or otherwise disciplined for an offense may appeal.

Sec. 18. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which decision has

ART. 27

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been rendered, they may submit this within thirty (30) days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

## ARTICLE XXVIII

## JURISDICTION

Sec. 1. The charter issued this organization by the American Federation of Labor states that it was granted "for the purpose of a thorough organization of the trade."

There must be a systematized knowledge of the science of electricity in all of its various applications of electron transfer and electromagnetism. This requires a thorough understanding of the many means of production, transference, control and utilization of electricity and of the foundation or preparatory work to be performed. It is quite necessary, therefore, that the jurisdiction of the I.B.E.W. be recognized as one covering:

(a) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects.

(b) The operation, inspection and supervisors of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled.

Sec. 2. Electrical workers shall be organized under five general branches of the I.B.E.W., namely: Outside and Utility Workers; Inside Electrical Workers; Communications Workers; Railroad Electrical Workers and Electrical Manufacturing Workers.

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ART. 28



JOB SALTING  
ORGANIZING RESOLUTION

256

- WHEREAS: Local Union # 292 is committed to organizing all unorganized craftsmen working in our jurisdiction, and;
- WHEREAS: A continual organizing program is the lifeblood of all building and construction trades unions because it is the only proven method of maintaining control of the construction labor pool, and;
- WHEREAS: The first obligation of the members of the local union is to organize the unorganized in order to maintain and secure our wages, benefits, and other conditions of employment, and;
- WHEREAS: The success of any organizing drive depends upon the support of each and every union craftsman, both on and off the job; therefore, be it
- RESOLVED: That the Business Manager be empowered to authorize members to seek employment by nonsignatory contractors for the purpose of organizing the unorganized, and be it further
- RESOLVED: That unemployed members shall report to the Business Manager for the purpose of assisting as needed in the organizing program, and be it further
- RESOLVED: That the Business Manager shall maintain records of all members authorized to seek employment by nonsignatory employers including date (s) of authorization, date (s) of employment., and all other pertinent information, and be it further
- RESOLVED: That such members, when employed by nonsignatory employers, shall maintain their position (s) on the out-of-work list, and be it further
- RESOLVED: That such members, when employed by nonsignatory employers, shall promptly and diligently carry out their organizing assignments, and leave the employer or job immediately upon notification, and be it further
- RESOLVED: That any member accepting employment by a nonsignatory employer, except as authorized by this RESOLUTION, shall be subject to charges and discipline as provided by our Constitution and Bylaws.

Adopted by the Local Union and entered into the minutes of the membership meeting this 14<sup>th</sup> day of June, 1988.

*Samuel Clark*  
RECORDING SECRETARY

R4(c)



JOHN J. SLIPP JR.  
BUSINESS MANAGER  
FINANCIAL SECRETARY

LOCAL UNION 343

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

I B E W

P.O. Box 166  
ROOM 305, WULFENBACH SQUARE, LESLIE, MINNESOTA 55056

TELEPHONE: (612) 685-4445

257

RESOLUTION

WHEREAS: The I.B.E.W., Local Union 343 is committed to organizing all unorganized craftsmen working in our jurisdiction, and

WHEREAS: A continual organizing program is the lifeblood of all building and construction trades unions because it is the only proven method of maintaining control of the construction labor pool, and

WHEREAS: The first obligation of the members of this local union is to organize the unorganized in order to maintain and secure our wages, benefits, and other conditions of employment, and

WHEREAS: The success of any organizing drive depends upon the support of each and every union craftsman, both on and off the job; therefore; be it

RESOLVED: The the Business Manager and/or Assistant be empowered to authorize members to seek employment by nonsignatory contractors for the purpose of organizing the unorganized, and be it further

RESOLVED: That unemployed members shall report to the Business Manager and/or Assistant for the purpose of assisting as needed in the organizing program, and be it further

RESOLVED: That the Business Manager and/or Assistant shall maintain records of all members authorized to seek employment by nonsignatory employers including date(s) of authorization, date(s) of employment, and all other pertinent information, and be it further

RESOLVED: That such members, when employed by nonsignatory employers, shall maintain their position(s) on the out-of-work list, and be it further

RESOLVED: That such members, when employed by nonsignatory employers, shall promptly and diligently carry out their organizing assignments, and leave the employer or job immediately upon notification, and be it further



R4e)

4E

W.R. #5





JOHN J. SLIPY JR.  
BUSINESS MANAGER  
FINANCIAL SECRETARY

LOCAL UNION 34

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKER

IBEW

P.O. BOX 166  
ROOM 305, VALLEYGREEN SQUARE, LESUEUR, MINNESOTA 56058

TELEPHONE: (612) 865-64

258

page 2

**RESOLVED:** That any member accepting employment by a nonsignatory employer, except as authorized by this RESOLUTION, shall be subject to charges and discipline as provided by our Constitution and By-Laws, and be it further

**RESOLVED:** That during such employment an amount equal to the monthly charge for our health care be forwarded in his name to pay his monthly premium. This sum will be taken out of the Local Union General Fund.

Submitted by,

John J. Slipy, Jr.  
Business Manager  
Local Union 343, I.B.E.W.



**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

LOCAL 292  
312 CENTRAL AVE., SUITE 292  
MINNEAPOLIS, MN 55414

UNION BANK AND TRUST  
MINNEAPOLIS, MN 55414

**PAYROLL ACCOUNT**

17-131/910

**SORT NO. 013617**
**CHECK NO.**
**CHECK DATE**

013617

09/29/89

373191378 7348 00 10-03-89 1 3

**ONE THOUSAND NINETY ONE AND 82/100 DOLLARS**
**PAY TO THE ORDER OF:**
**CHECK AMOUNT \*\*\*1091.82**

MALCOLM H. HANSEN  
805 - 2ND AVENUE SOUTH  
BUFFALO MN 55313

*James L. Liden*  
*Michael J. Quinn*

⑈013617⑈ ⑈091001319⑈ ⑈10015400⑈

⑈0000109182⑈

Case No.

1839-11035, 11044  
and 11680

Dependent's #9

(Name, Party)

No. Pages: 1  
Date: 12/29/89  
By: [Signature]  
Reporter: [Signature]



NO. \_\_\_\_\_

## DAILY FOREMAN'S DIARY

REPORT NO. \_\_\_\_\_

DATE SEPT. 12, 1989

WEATHER \_\_\_\_\_

TEMPERATURE \_\_\_\_\_

JOB BOISE CASCADEJOB NO. 6000LOCATION INT. FALLS MN.

260

NUMBER AND TYPES OF MEN WORKING	CHECK-IN/OUT TIME	OTHER MAJOR CONTRACTORS ON JOB
GENERAL FOREMAN		
FOREMAN		
JOURNEYMAN		
APPRENTICES		
ELECTRICAL ASSISTANTS		
LABORERS		

TYPE OF WORK IN PROCESS: PRIMARY FEEDER FOR WELAND TEST ROOM & START RACKS FOR DISCONNECTS.

HINDERANCE TO JOB PROGRESS AND BY WHOM: VISITS BY BOB JOHNSON & GORDON OSLIN FORCED ME TO SEND MIKE GROW OUT OF THE MILL FOR AWHILE. THE MILL, INFORMATION THAT SOMEONE COULD WORK ON BRACKETS & STUFF WITH OUT MINN'S SUPERVISION WAS INCORRECT. SPECIAL MATERIALS RECEIVED AND MATERIAL PROBLEMS: BOTH INSPECTORS WERE VERY PLEASED AND WILLING TO WORK WITH US. MR. JOHNSON STATED THAT THERE CIRCUMSTANCES GET A BIT STRANGE AND THAT THE INSPECTORS WERE GOING TO BE A LOT MORE FREQUENT THAN NORMAL SPECIAL VISITORS OR PHONE CALLS OF IMPORTANCE TO US: D.W. "DON" NELSON (BRANCH MANAGER) & STEVE JOHNS (AREA SALESMAN) FOR GRAYBAR STOPPED IN TODAY

TOOLS AND PARTS TRANSFERRED, STOLEN, MISPLACED OR LOST: \_\_\_\_\_

NUMBER & TYPES OF RENTAL EQUIPMENT ON JOB: \_\_\_\_\_

COMMENTS: MALCOLM HANSON DOES NOT COME CLOSE TO BEING SATISFACTORY IN THE PRODUCTION END.

SIGNATURE

DATE: Sept. 12, 1989

## DAILY FOREMAN'S REPORT

NO. \_\_\_\_\_

REPORT NO. \_\_\_\_\_

JOB Boise CASCADE

DATE SEPT. 13, 1989

JOB NO. 6000

WEATHER \_\_\_\_\_

LOCATION Int Falls MN

TEMPERATURE \_\_\_\_\_

NUMBER AND TYPES OF MEN WORKING	CHECK-IN/OUT TIME	OTHER MAJOR CONTRACTORS ON JOB
GENERAL FOREMAN		
FOREMAN		
JOURNEYMAN		
APPRENTICES		
ELECTRICAL ASSISTANTS		
LABORERS		

TYPE OF WORK IN PROCESS: Primary feeder conduit Run Hase 15KV  
TRANSFORMER, & WORK ON DISCONNECT RACKS

HINDERANCE TO JOB PROGRESS AND BY WHOM: MIKE GEOW STILL HAS NOT RECEIVED  
MY LETTER OF ACCEPTANCE FROM THE STATE OF MN. HE WROTE  
FOR 1 HOUR TODAY CHASING PARTS DOWN IN THE CITY.

SPECIAL MATERIALS RECEIVED AND MATERIAL PROBLEMS: THEY (B.C.) DOES NOT HAVE ANY  
SCREWS HOEGER THAT 1 1/2" IN DIAMETER TWENTY SIZE  
MIKE WROTE TO A WHOLESALE HOUSE TO BUY SOME  
THEY DID NOT HAVE ANY EITHER. HE ENDED UP AT ACB HUB.  
SPECIAL VICTIMS ON PHONE CALLS OF IMPROPER TO GO. WHERE HE WROTE OUT THEIR FOR

TOOLS AND PARTS TRANSFERRED, STOLEN, MISPLACED OR LOST: \_\_\_\_\_

NUMBER & TYPES OF RENTAL EQUIPMENT ON JOB: \_\_\_\_\_

COMMENTS: Malcolm Hanson is  
A POLYMIC TALKER. I wish I  
COULD CHANNEL THE ENERGY HE PUTS  
INTO TALKING INTO PRODUCTIVE WORK.  
As of His Talking is slowing

[Signature]  
SIGNATURE



# DAILY FOREMAN'S REPORT

NO. \_\_\_\_\_

JOB BOISE CASCADE

JOB NO. 6000

LOCATION INT. FALLS MN

REPORT NO. \_\_\_\_\_

DATE 9/14/89

WEATHER \_\_\_\_\_

TEMPERATURE \_\_\_\_\_

NUMBER AND TYPES OF MEN WORKING	CHECK-IN/OUT TIME	OTHER MAJOR CONTRACTORS ON JOB
GENERAL FOREMAN		
FOREMAN		
JOURNEYMAN		
APPRENTICES		
ELECTRICAL ASSISTANTS		
LABORERS		

TYPE OF WORK IN PROCESS: RUN CONDUIT IN LUNCHROOM, HANG CONDUIT. STARTED AND WELDER DISCONNECTS, START PIPING, HANG MAIN DISCONNECT FOR WELDERS & 120V PANEL.

~~HANDS OFF TO JOB PROGRESS AND REPORT.~~ ON THE UP BEAT MIKE GROW RECEIVED HIS LETTER OF ACCEPTANCE FOR TESTING FOR HIS JOURNEYMANS LICENSE LATE LAST NITE. WITH THE ADDITION OF MIKE AND THE SUPREMO EFFORTS OF TOM & RANDY IN SPECIAL MATERIALS RECEIVED AND MATERIAL PROBLEMS. ACTUALLY LOOKS LIKE WE ACCOMPLISHED SOMETHING TODAY

SPECIAL VISITORS OR PHONE CALLS OF IMPORTANCE TO US: MET WITH LARRY KINGERY (FLOR DANIEL) & FRANK (BOISE CASCADE) TODAY AND DID A WALK THROU OF DS 25 & DS 26 REPLACEMENT. JOHN WALDEN OF NORTHEAST ELEC. SUPPLY STOPPED IN & INTRODUCED HIMSELF TODAY. TOOK AND PARTS TRANSFERRED. STOLEN MISPLACED OR LOST: THE MIL GEORGE ARNISON ORDERED THE CORRECT PANEL FOR THE 120V TODAY. THEY ALSO STARTED MAKING THE GUTTER FOR ABOUT WELAND DISCONNECTS

NUMBER & TYPES OF RENTAL EQUIPMENT ON JOB: \_\_\_\_\_

COMMENTS: Malcolm Hanson did inspect the quantity of work he did today. He did not live up to our expectations. And he still spends too much time B.S. with Mill employees and

Boyd J. Hanson  
SIGNATURE

R1216

# DAILY FOREMAN'S DIARY

NO. \_\_\_\_\_

REPORT NO. \_\_\_\_\_

JOB Boise Cascade

DATE 9/15/89

JOB NO. 6000

WEATHER Clear & Sunny

LOCATION Int. Falls, MN.

TEMPERATURE 75°

NUMBER AND TYPES OF MEN WORKING	CHECK-IN/OUT TIME	OTHER MAJOR CONTRACTORS ON JOB
GENERAL FOREMAN		
FOREMAN		
JOURNEYMAN		
APPRENTICES		
ELECTRICAL ASSISTANTS		
LABORERS		

TYPE OF WORK IN PROCESS: Lunch Room, Welder Rack, Comb. Storages, 120V Panel look like we can put wires down Monday.  
We will still have lites & recepts to do in main area  
and office

HINDERANCE TO JOB PROGRESS AND BY WHOM: \_\_\_\_\_

SPECIAL MATERIALS RECEIVED AND MATERIAL PROBLEMS: \_\_\_\_\_

SPECIAL VISITORS OR PHONE CALLS OF IMPORTANCE TO US: \_\_\_\_\_

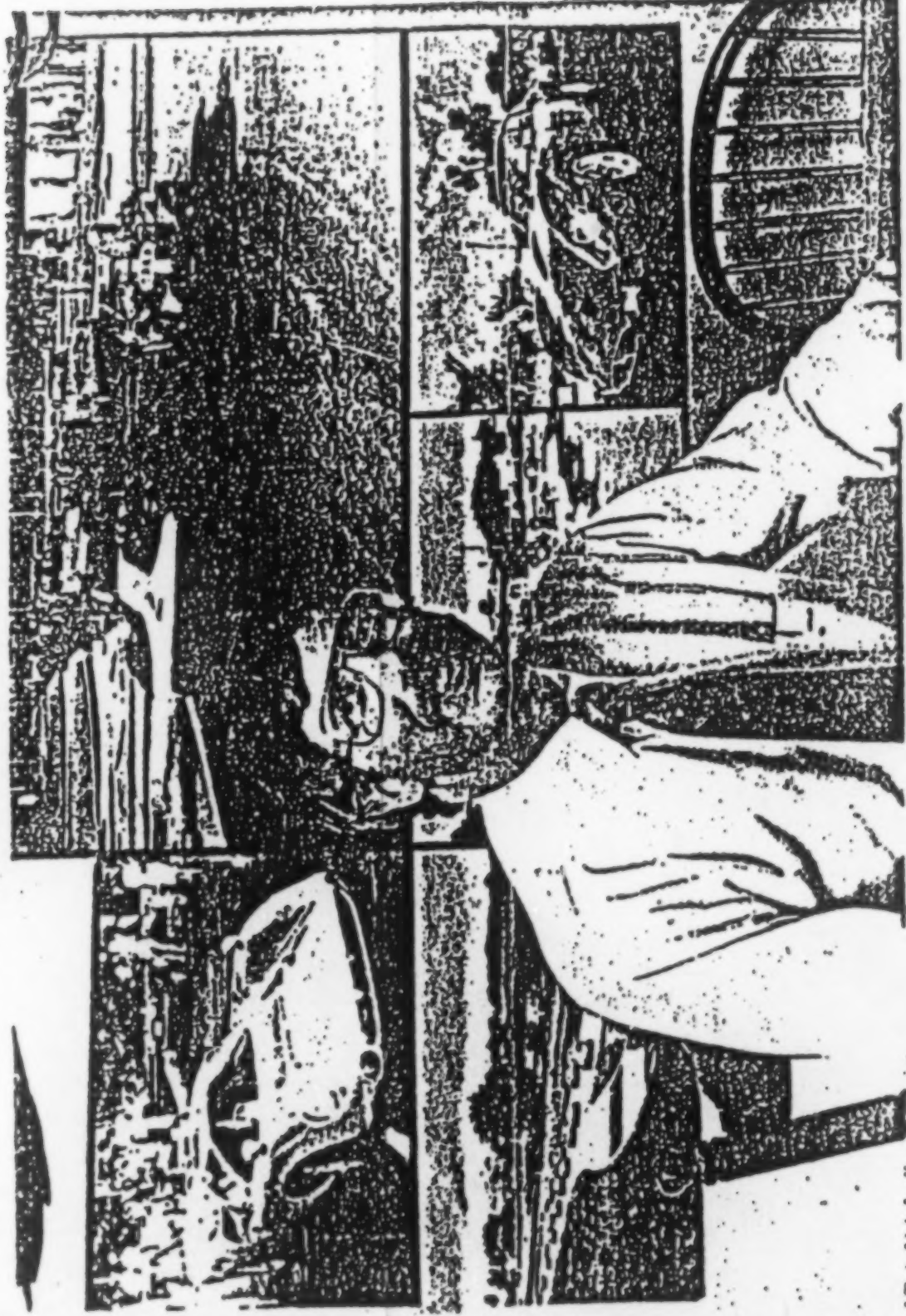
TOOLS AND PARTS TRANSFERRED, STOLEN, MISPLACED OR LOST: \_\_\_\_\_

NUMBER & TYPES OF RENTAL EQUIPMENT ON JOB: \_\_\_\_\_

COMMENTS: Without Maccom Around this  
crews spirit has rebound! Fantastic  
Progress today

[Signature]  
 SIGNATURE





# The Open and Closed Case of Town & Country Electric

*A non-union contractor thrives in the Fox Valley;  
progressive management is how; Do merit shops export jobs?*

BY BOB LOWE

**T**HERE'S AN ADAGE IN BUSINESS that goes: "Companies get the unions they deserve." A corollary to that creed might be: "In a well-managed company, unions become obsolete." Town & Country Electric Inc., a non-union electrical contractor based in Appleton, may best exemplify

the truth of that corollary. People inside and outside the firm describe T&C as a model of progressive management philosophy.

Detractors — primarily members of Local 577 of the International Brotherhood of Electrical Workers (IBEW) — have a different assessment of

the company. To them, T&C represents a disturbing trend in the construction industry to hire non-union contractors. They charge these so-called "open shop" or "merit" contractors with instituting substandard wages, lowering the quality of craftsmanship, and promoting a decline in the American standard of living.

*Roland Stephenson, founder of Town & Country Electric, Inc., Appleton, is also a vintage automobile racing buff. The photo collage in Stephenson's office includes his 1964 Shelby Cobra.*

C.P.E.x.1

One thing is certain: Merit shops have more than just a foothold in the construction industry. In the last decade, open shop construction has soared from a 40 percent market share to 75 percent, according to Associated Builders & Contractors, a trade association for open shop contractors. Although ABC of Wisconsin doesn't keep a breakdown by region, merit shops are strongest in the Fox Valley and central Wisconsin while Milwaukee, Madison, Green Bay and La Crosse are more heavily unionized, membership director John Meyer says. "And our membership keeps growing every year," he adds.

Seventeen years after its founding by Roland Stephenson, T&C has grown to become the largest open shop electrical contractor in the state. And Stephenson, its president and treasurer, says the company is poised to become the leading electrical contractor in the Midwest.

T&C sprang from the womb of Stephenson Electric Co., a union electrical contractor founded in 1952 by Stephenson's father, Clyde. Both Roland, 43, and his younger brother, Robert, 41, worked for their dad. In the 1970s, Stephenson Electric began to lose a considerable share of the smaller projects to upstart non-union contractors. Seeing the handwriting on the wall, the elder Stephenson advised his sons to get out of the business and find another line of work. Roland had another idea: form a non-union electrical contracting firm and compete with the open shop contractors.

Thus T&C was created, in the beginning, to acquire some of the electrical wiring work on apartments, homes and small metal buildings that the open shop firms were gobbling up. The company prospered far beyond Stephenson's most ambitious expectations.

Stephenson Electric was sold in 1982 to Heitpas Inc., a mechanical contractor from Little Chute. Robert went to work for Heitpas and Roland continued to develop his fledgling company. When Heitpas, which was a union contractor, went out of business in 1985, Robert came to work for T&C, bringing with him some clients he had cultivated while working in the industrial sector for Heitpas. These industrial accounts helped fuel the surge in growth that T&C experienced over the next four years.

From a two-person outfit in 1972 doing about \$140,000 in sales that first year, T&C has grown to 200 employees and \$12.9 million in sales in 1988, with branch offices in Milwaukee, Green Bay and Madison. Before the year is out, Stevens Point will be added to that list.

Among the projects T&C has completed in the Fox Valley are the Paper Valley Hotel and Conference Center and The Avenue Mall in Appleton, the Outagamie

County Airport, and additions and remodeling to Kimberly-Clark's home office and product testing facilities in Neenah. Outside the Badger State, the company has completed projects in North and South Dakota, Michigan, Iowa, Minnesota, Illinois, North Carolina and Virginia.

Its list of accounts is as impressive as it is long: Mercury Marine, Quad/Graphics, Boldt Construction Co., the Kohler Co. and Hammermill's Thimamy Pulp and Paper, among them. Stephenson considers each contract to be a long-term relationship with the client. "We offer our customers quality service at a fair price," Stephenson says. "Our goal is to determine our customers' needs and then provide them with an electrical distribution system to match those requirements." One indication that philosophy works is that T&C has retained most of its original clients, and repeat business is good.

Its success has made T&C a target of the IBEW. Union electricians show up to picket job sites where T&C crews are working. Their aim is informational, but the union hopes other union contractors will refuse to cross the picket line, creating a work stoppage, which is what happened at Eastern Airlines.

To counter those tactics, T&C incorporates a performance clause in contracts — signed by the union contractor — that protects the owner against strikes or work stoppages, lack of material or manpower. If a work stoppage occurs, the contractor has 24 hours to get people back on the job or default on the contract. The contractor is then responsible for finding a replacement to finish the job and any additional costs that involves.

Robert Stephenson says the company can work harmoniously with unions and sometimes even subcontracts out work to union electrical contractors. Through performance clauses and other contractual arrangements, he says an open shop contractor can work with a union contractor without work stoppages or picketing. Besides waging a public relations campaign to discourage firms from contracting with Town & Country, the IBEW has mounted a relentless — and, so far, unsuccessful — effort to unionize T&C electricians.

Employee turnover at the company is low. About 20 percent of the firm's 175 electricians come from the union ranks. "I wasn't too sure about the workmanship I would find, but I was pleasantly surprised," says Jim Schreiter, 45, of Appleton, who worked as a union electrician for 22 years before joining T&C four years ago. "The work they do is first class."

Having served as vice president of Local 577 and a member of its executive board,

Schreiter is in a good position to judge. "I don't want to get into a fighting match with the union," he says, "but I know I'm better off here. I probably have more benefits with T&C. I have profit-sharing and a 401(k) plan, which the union doesn't offer, and the health benefits are better. We have paid vacations and paid holidays."

Ronald Hansen, business manager of Local 577, concedes that open shop companies like T&C have hurt the electricians' union. "We don't want to see our industry destroyed. We set the standard through arbitration that benefits the workers and the community," he says. "If we lose ground, the non-union contractors will set whatever wages they like, and the checks and balances will be gone."

"If we get priced out of the market," adds Roger Perkins, business agent with Local 577, "the standard of living in the community is going to drop."

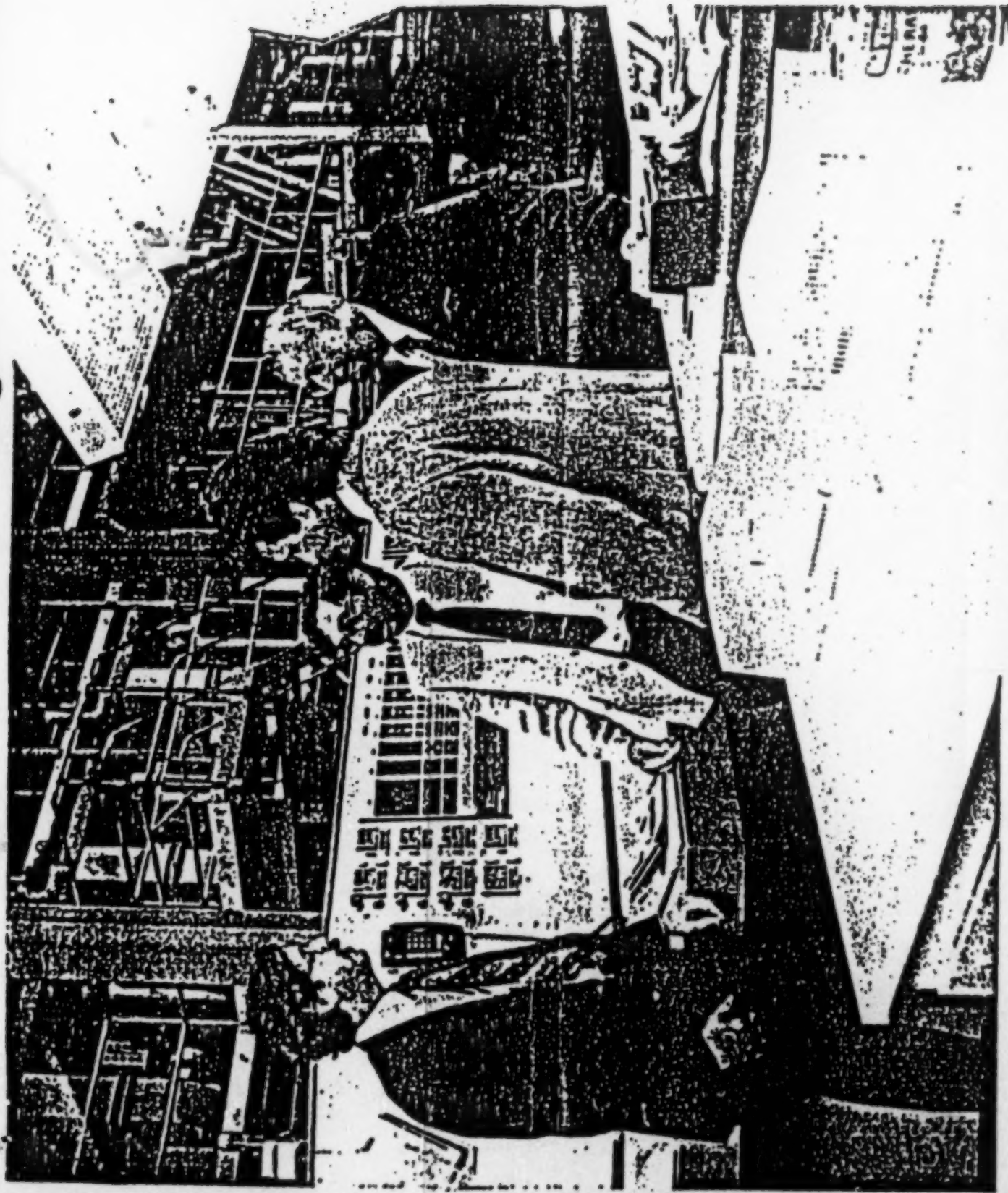
**T**HE BULK OF T&C'S WORKLOAD — 60 to 65 percent — consists of large industrial projects: rebuilding paper machines and installing direct control drives, programmable logic controls and computerized technologies, including robotics and fiber optic systems. Commercial, municipal and institutional work, such as hotels, schools, offices, hospitals, malls and sewage treatment plants, account for 30 to 35 percent of revenue. Less than \$1 million a year comes from residential construction and service work.

The company's five-year plan envisions further expansion in three more Midwestern states. By the end of this year, annual sales are expected to exceed \$14 million.

The man who drives T&C, Rolie Stephenson, hardly fits the stereotype of the hard-charging, blue collar, mud-on-the-shoes hard hat seen at construction sites. Rather, he is a disarmingly friendly, unassuming man who speaks like a bookish scholar or laboratory technician. And, indeed, during his years at Marquette from 1964 to '68, Stephenson majored in chemistry and philosophy, but switched to electrical engineering. He has been variously described as "a dreamer, a visionary," and someone who "seems more like a poet-philosopher-scientist." A large framed portrait of Albert Einstein adorns his office wall.

Somewhat of a renegade, he left Marquette two semesters short of graduation to go to Alaska with a friend in search of adventure. He found a job working for Brinker Hoff Drilling Co. and later became chief electrician for British Petroleum. Stricken with homesickness, however, he returned to the Fox Cities. Motivated, he says, not by money or





*Roland Stephenson, president of Town & Country Electric, Inc., leads a tour at one of the company's recent projects. Members of T & C's management cadre include (from left) Roland and three company vice presidents: his brother, Robert, Richard A. Schinke Jr., and David G. Berry.*

status, Stephenson sees the company as a vehicle for implementing a progressive social philosophy that emphasizes the human element. He works quietly behind the scenes to promote socially worthwhile causes, serving on the board of directors for the Center for the Victims of Domestic Abuse and participating in fund raising for the Optimists Club and Goodwill Industries. Through T&C, he has donated labor and materials to a number of community projects.

He has a soft spot for military veterans. His father and grandfather fought in World Wars. His dad was at Pearl Harbor when it was bombed in 1941. Two uncles were killed in World War II and brother Robert served in Vietnam. For its commitment to veterans, T&C is one of 33 companies that received a special award from the U.S. Department of Labor in 1986.

Stephenson's role models are neither Donald Trump nor Lee Iacocca. Instead, he cites Mother Theresa, Martin Luther

King Jr. and Mahatma Gandhi — "people who were willing to put aside material things to exalt the greatness of people."

"Anything an employee can do to make this company more successful," he says, "we should try to make that employee more successful. At the same time, I tell my people we should always strive to make the clients more successful. I want to share the company with the people."

This he does in a variety of ways. Within a year after the company was founded, Stephenson made stock in the company available to all employees, a policy that exists today. "I believe in getting people involved, getting them to be part of the action and giving them something back. I want the people to share in the good news as well as the bad news."

Though he is a hands-on manager who sheds his pinstripes to get out in the field at least once a week, he is also careful to delegate authority. The key officers in the

corporation below him are his brother, Robert, and Richard A. Schinke Jr., both of whom are vice president of operations and share the responsibility for monitoring the field supervisors. David G. Berry, executive vice president and secretary, handles most of the financial duties, particularly payroll and benefits.

Education is a priority. After completing apprenticeship training, journeymen electricians are required — at company expense — to take an evening course at Fox Valley Technical College once a year to keep current with changing and emerging technologies. More than \$1 million has been invested in employee training.

Management uses newsletters, memos, group meetings and seminars to keep up a constant stream of communication with its workers. Teamwork is stressed. Safety courses and unannounced safety inspections are conducted periodically. Each



year, a survey is conducted to find out what employee concerns are and what suggestions they might have to improve operations. As a result of a recent survey, improvements in employees' vacation package and disability compensation have been incorporated in the company's fringe benefit package.

**WORKERS ARE PAID** A base rate supplemented with pay based on performance. Project managers are given the latitude to operate an assignment as if it were their own business.

IBEW's Perkins says the union offers some of these benefits and other incentives that he believes are better. Unlike their unionized counterparts, T&C's journeymen must purchase their own power tools. The company estimates the cost of tools to be \$500, but Perkins says it can run \$1,000 or higher. However, union dues — which cost \$978 for an employee making \$35,320 a year — makes it a wash.

Although the starting wage for T&C journeymen electricians ranges from \$13.60 to \$15.20 an hour compared to an average \$17.66 for their unionized counterparts, that gap narrows considerably when other factors are taken into consideration.

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Taste,  
good design  
and quality  
don't have to  
cost a fortune . . .  
we've demonstrated  
that for over  
27 years.

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Shopping Center, 18920 W. Mequon, 1-43 and Mequon Just South of Jct. with Hwy. 38  
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All Stores open Thursday evening 'till 8 P.M.

As for the union's claim that merit shops pay substandard wages, "I don't consider \$14, \$15 or \$16 an hour, coupled with vacations, health and dental insurance and other fringe benefits to be substandard," human resource manager Ron Sager says.

Also, T&C moves people to localities 30 or 40 miles around, enabling them to work 2,080 hours a year. Union electricians must report to the local labor hall, which acts as a placement center. They sign up and hope there's work available. Many times, jobs don't exist and they have to travel outside their jurisdiction.

"Unless there is a major project going on in town, there is simply no work for the union employees," says Schreier, the former union electrician.

Even if there is work in another jurisdiction, priority is given to the local union's members, a condition that independent contractors like T&C do not have to meet. IBEW's Hansen attacks the practice as the domestic equivalent of exporting jobs to low-paying Third World Countries.

Over and above the good pay and steady work T&C provides is the sense of personal growth and opportunity that employees feel, Sager says. Every effort is made to improve job performance and enhance individual skills. "Nobody is satisfied with just being a good electrician," he says. "We want them to have a sense of personal growth and career advancement."

A review committee consisting of line supervisors, project managers and administrative personnel assess the performance of hourly employees twice a year to determine raises and promotions.

"There are all kinds of opportunities for advancement," says Gary Lodholz, an electrician who has worked at T&C for 17 years. "And promotions are based on your own merit and performance. The people here seem very personable. You can go in and talk to anyone at the office at anytime."

But Hansen claims employees are bombarded with anti-union propaganda and intimidated with the threat of job loss. "We want T&C to be just as successful as it is," he smiles, "but with us."

Reviewing the history of the labor movement, Berry responds, unions were necessary to bring about management's recognition of human rights. "But in my opinion," he adds, "that need does not exist in this corporation. We spend a tremendous amount of time concentrating on communicating with our people, helping our people to do good work and grow in their potential, and I don't think we need a third party involved in that process."

(AV)  
Bob Lowe is a reporter for the Appleton Post-Crescent. His last article, "Ports in Peril," appeared in the January issue of CRW.



DATE

POSITION  
DESIRED

MI

FIRST

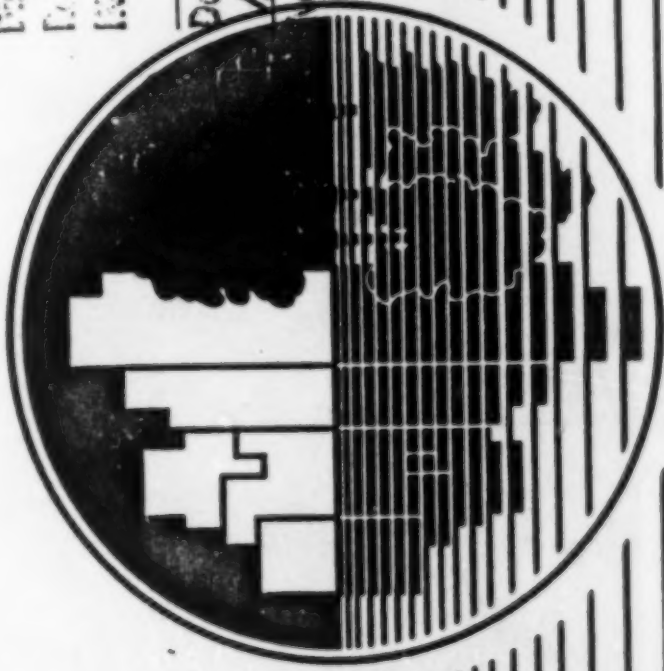
NAME

LAST

# APPLICATION FOR EMPLOYMENT

268

Case No. 18-A-11035, 11044 CP#2 Official Exhibit No.  
and 11080 (EC, Board, Party)  
Discrimination: Identified ☒  
Retained ☒  
In Lieu of Board/EC: Town & Country  
Date: 12/13/89 Witness: Murillo Reporter:  
No. Pages: 10



# TOWN & COUNTRY ELECTRIC, INC.

"AN EQUAL OPPORTUNITY EMPLOYER"

*Charging Party Exh #2*

THIS APPLICATION MUST BE FILLED OUT BY THE APPLICANT ONLY. PRINT NEATLY. ACCURATELY AND THOROUGHLY. ATTACH SUPPORTING DOCUMENTS IF NECESSARY. ALL INFORMATION WILL BE REGARDED AS CONFIDENTIAL. THIS APPLICATION WILL BE RETAINED IN AN ACTIVE FILE FOR A PERIOD OF SIX MONTHS. THEREAFTER, IF YOU STILL DESIRE EMPLOYMENT WITH TOWNS & COUNTRY ELECTRIC, INC. YOU MUST RE-APPLY.

EXCLUDE ANY REFERENCE WHICH MAY REVEAL OR TEND TO REVEAL YOUR RACE, COLOR, RELIGION, NATIONAL ORIGIN, CREED, AGE, OR MARITAL STATUS.

### PERSONAL DATA

Name \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ How Long? \_\_\_\_\_

Address \_\_\_\_\_ No. \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos. \_\_\_\_\_

Former Address \_\_\_\_\_ No. \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos. \_\_\_\_\_

Own Home ☐ Rent ☐ Board ☐ Live with Parents ☐ Citizen of U.S.? Yes ☐ No ☐

No. of Dependent Children \_\_\_\_\_ Able to relocate Yes ☐ No ☐

Are you related to any employee of this company? Yes ☐ No ☐ Willing to travel Yes ☐ No ☐

Do you own a car Yes ☐ No ☐

Names of relatives in our employ \_\_\_\_\_

In case of emergency who should be notified? \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

269

### EMPLOYMENT INTERESTS

Position desired \_\_\_\_\_ Date you \_\_\_\_\_ Salary or \_\_\_\_\_

Full time \_\_\_\_\_ Part-time \_\_\_\_\_ Shift Preference \_\_\_\_\_ Rate desired \_\_\_\_\_

Who referred \_\_\_\_\_ Have you ever \_\_\_\_\_

you to the company? \_\_\_\_\_ worked for us? \_\_\_\_\_ When? \_\_\_\_\_ Where? \_\_\_\_\_

Please attach copies of your high school, vocational, trade, or college transcripts.

### EDUCATION [other than military]

Type of School	Name and Address of School	Dates		Did you Graduate?	Degree Granted	Major Subjects
		From	To			
High School						
College or University						
Graduate School						
Business School or Institute						
Other-Trade, Vocational, Correspondence etc.						

Scholastic honors, scholarships, assistantships, etc. \_\_\_\_\_

Met education expenses: Working \_\_\_\_\_ % GI Bill \_\_\_\_\_ % Parents \_\_\_\_\_ % Scholarships \_\_\_\_\_ % Other \_\_\_\_\_

Attending school now? \_\_\_\_\_ Where? \_\_\_\_\_



# EMPLOYMENT HISTORY

270

Name and Address of Present Employer		Employed From	
Name of Your Supervisor	May We Contact Him/Her Yes <input type="checkbox"/> No <input type="checkbox"/>	To Your Last Wage Rate Hr. Wk.	
Describe Your Duties			
Explain Your Reason for Wanting to Leave			
Name and Address of Previous Employer		Employed From	
Name of Your Supervisor		To Your Last Wage Rate Hr. Wk.	
Describe Your Duties			
Explain Your Reason for Wanting to Leave			
Name and Address of Previous Employer		Employed From	
Name of Your Supervisor		To Your Last Wage Rate Hr. Wk.	
Describe Your Duties			
Explain Your Reason for Wanting to Leave			
Name and Address of Previous Employer		Employed From	
Name of Your Supervisor		To Your Last Wage Rate Hr. Wk.	
Describe Your Duties			
Explain Your Reason for Wanting to Leave			

## U.S. MILITARY STATUS AND RECORD

Present Selective Service Classification (If 1-Y or 4-F Please Indicate Reason)				Are you a veteran of the Vietnam Era (8-5-64 through 5-7-75) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Branch of Service	Active Duty Dates		Rank Held		Type of Duty
	From Mo./Yr.	To Mo./Yr.	Entry	Release	
					Awards - Medals - Citations
Do you have Reserve or Guard obligations?	How Long?		Type of Discharge or Separation		
Service School Attended	Was Separation due to a disability or aggravated in line of duty?				

# MEDICAL HISTORY

Do you have any physical defects or illness?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Are you presently under a doctor's care?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Have you consulted a physician in the past three years?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Have you ever made claim for or received any disability benefits or pension?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Have you ever received workman's compensation for an injury or disease?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

Have you ever had an industrial injury or disease?

☐ Yes ☐ No If yes, explain \_\_\_\_\_

How many work days have you missed in the last year due to illness? \_\_\_\_\_

How many days due to personal reasons? \_\_\_\_\_

Any personal history of: (If answer is yes, please explain).

Arthritis	<input type="checkbox"/> Yes <input type="checkbox"/> No	Epilepsy	<input type="checkbox"/> Yes <input type="checkbox"/> No	Osteomyelitis	<input type="checkbox"/> Yes <input type="checkbox"/> No
Asthma	<input type="checkbox"/> <input type="checkbox"/>	Seizures	<input type="checkbox"/> <input type="checkbox"/>	Rheumatic Fever	<input type="checkbox"/> <input type="checkbox"/>
Back Injury	<input type="checkbox"/> <input type="checkbox"/>	Heart Allment	<input type="checkbox"/> <input type="checkbox"/>	Rheumatism	<input type="checkbox"/> <input type="checkbox"/>
Brain Disease	<input type="checkbox"/> <input type="checkbox"/>	Hernia	<input type="checkbox"/> <input type="checkbox"/>	Surgical Operations	<input type="checkbox"/> <input type="checkbox"/>
Cancer	<input type="checkbox"/> <input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/> <input type="checkbox"/>	Tuberculosis	<input type="checkbox"/> <input type="checkbox"/>
Color Blindness	<input type="checkbox"/> <input type="checkbox"/>	Hospitalized Last 5 Years	<input type="checkbox"/> <input type="checkbox"/>	Ulcers	<input type="checkbox"/> <input type="checkbox"/>
Convulsions	<input type="checkbox"/> <input type="checkbox"/>	Injury	<input type="checkbox"/> <input type="checkbox"/>	Varicose Veins	<input type="checkbox"/> <input type="checkbox"/>
Dermatitis	<input type="checkbox"/> <input type="checkbox"/>	Defective Vision	<input type="checkbox"/> <input type="checkbox"/>	Loss of Limb	<input type="checkbox"/> <input type="checkbox"/>
Diabetes	<input type="checkbox"/> <input type="checkbox"/>	Nervous Disorders	<input type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>

Explanation \_\_\_\_\_

Are you willing to submit a physical examination? \_\_\_\_\_

## REFERENCES

Give below the names of two personal references. (These references should be businessmen, professional men, teachers, or close personal acquaintances, not former employers or relatives.) It is to the applicant's advantage to give personal references which are most accessible.

Name and Occupation	Yrs. Known	Business Address				Home Address			
		St. Address	City	State	Zip Code	St. Address	City	State	Zip Code

## UNDERSTANDING/AUTHORIZATION

### Read Carefully

The information contained in this application is correct and accurate to the best of my knowledge. I understand that employment is subject to: Verification of applicable lawful age and legal right to remain permanently in the United States and I will furnish and submit such lawful proof, documents and permits as may be necessary to verify the same.

I hereby agree to submit to medical examination and I authorize any physician who has ever examined or treated me to give Town & Country Electric, Inc. a complete record and report.

I authorize: (A) investigation of the information contained in this application, of other matters concerning my past employment or other activities, (B) The issuance of reports or other statements which may be furnished or obtained concerning the same. I hereby release from any and all liability and responsibility all persons, companies or corporations supplying such information and Town and Country Electric, Inc. in obtaining the same.

I agree to use such personal protective equipment and devices as may be required by the corporation and to comply with safety rules and requirements.

I understand that any misleading or incorrect statements may render this application void and in the event of my employment would be cause for immediate dismissal.

I understand that my possible employment is conditioned upon my being physically able to perform the job for which I am being considered and that this may be determined by a pre-employment physical examination.

I have carefully read the above and fully understand the same.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





TOWN & COUNTRY ELECTRIC, INC. was formed in October of 1972 by Roland G. Stephenson, the current president of the company. The Stephenson family has been involved in the electrical business for the past 93 years. John McCarter, Rollie Stephenson's great grandfather on his mother's side of the family, worked for the Edison Power Plant, the first hydro-electric plant, in 1896. Gordon Stephenson, Rollie's grandfather, graduated from Milwaukee School of Engineering in 1909. He taught at MSOE and worked at The Milwaukee Electrical Railway & Light Company, a power company in Milwaukee. Clyde Stephenson, Rollie's father, started his own electrical contracting company, Stephenson Electric Co., in 1952. Rollie learned the electrical trade by working with his father's company and in 1972 formed Town & Country Electric. The officers of Town & Country Electric have over 80 years of combined electrical contracting experience.

TOWN & COUNTRY ELECTRIC, INC. has grown substantially during its seventeen year history. Starting with three employees in 1972 doing about \$140,000 in sales, the company has grown to have in excess of 200 employees and \$12.9 million in sales in 1988. Town & Country serves the state of Wisconsin and its corporate office is located in Appleton. The corporation opened a Madison branch office in late 1985 and in 1987 opened branch offices in Milwaukee and Green Bay. Most recently the company opened a branch office in Stevens Point. The corporation has successfully completed projects in other states including North and South Dakota, Iowa, Minnesota, Illinois, Michigan and North Carolina.

TOWN & COUNTRY ELECTRIC, INC. has grown to be the largest merit shop electrical contractor in the state of Wisconsin. We work throughout the state of Wisconsin and the midwest on a variety of projects in the following areas:

Industrial:	Pulp and Paper Mills, Food and Dairy Plants, Foundries, and Bridges and Hydro Dams
Commercial:	Hotels, Office Buildings, Schools, and Hospitals and Health Care Facilities

TOWN & COUNTRY ELECTRIC, INC. would like to thank you, our customers, suppliers and friends, for allowing us to be part of your success. You have helped to make us what we are today -

One of Wisconsin's Leading Full Service Electrical Contractors

# APPLETON, WISCONSIN

Appleton is located in east central Wisconsin, in the Fox River Valley area, 50 miles south of Green Bay. Appleton is the seat of Outagamie County. Nearby Lake Winnebago is noted for its fishing, duck hunting and water sports facilities.

Approx City Population 66,000  
Approx NSA Population 317,000

Major products include paper products, plastics, knit ware, machinery, and printed goods. Nineteen paper mills are located along the Fox River as well as five insurance companies.

## Employment by Industry

Construction	4.8
Finance, Insurance, Real Estate	6.8
Government	18.7
Light & Heavy Manufacturing	29.5
Retail & Wholesale Trade	20.2
Services	21.6
Transportation & Utilities	3.5
Traveling	3.6
Mining	.2

## Major Employers

Kleberly Clark	Neenah Foundry Co
Neenah Corp	Presto Products
Miller Electric Mfg	AML
Appleton Papers Inc	Wisconsin Tissue Mills
Thiessy Pulp & Paper Co	Miltec Paper Co

## Organized Labor Influence

Percentage Union Employees/All Employees 34.8 %

## Colleges & Universities

Lawrence University	Enrollment 1200
U. W. Center - Fox Valley	1100
Fox Valley Technical Institute	47500
University of Wisconsin at Oshkosh	11300
Daily Newspapers	Circulation
The Post-Crescent	E - 55,000 S - 67,000

## Television Stations

Call	Ch	Affiliation
WAT	2	CBS
WFRV	5	ABC
WLWK	11	NBC
WGAA	26	IND

## Weather

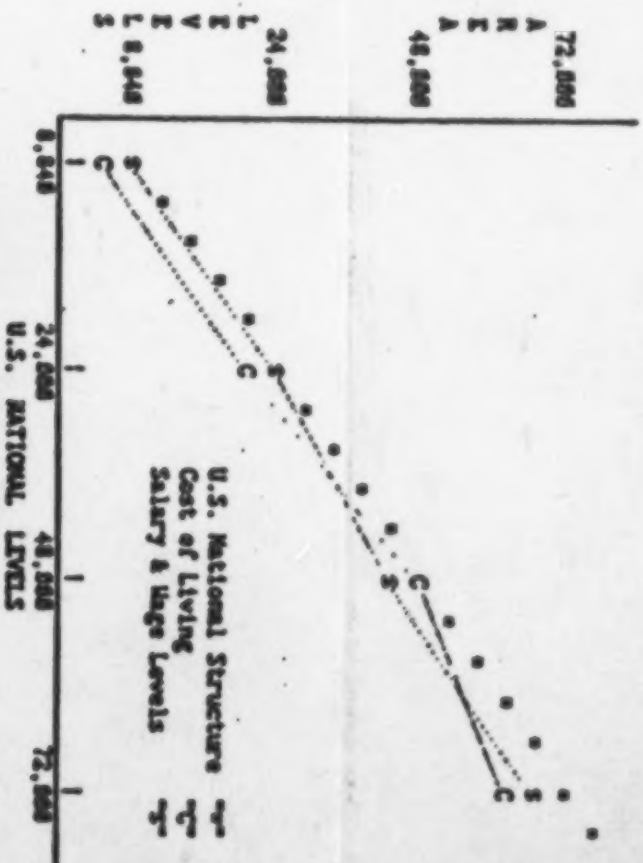
	Avg Temperature/Precipitation	
	Minimum	Maximum
January	7.	24.
February	11.	28.
March	22.	38.
April	35.	54.
May	46.	67.
June	56.	77.
July	61.	81.
August	68.	79.
September	51.	78.
October	41.	59.
November	28.	42.
December	15.	29.
Extremes & Totals	7.	81.
		30.6
		46.4

## Area Crime Rate

Robberies	15.9/100000	Homicides	1.8/100000
Rapes	11.9/100000	Assaults	83.8/100000

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ETA Economic Research Institute

## COMPARED TO THE U.S. NATIONAL AVERAGE



## Recruiting/Entry Level Salaries

Unarmed Policeman	\$ 22278.	Computer Programmer	\$ 36656.
Correction Officer	\$ 18643.	Computer Operator	\$ 16912.
Investigator/Crime	\$ 27151.	Drafter	\$ 17499.
Librarian	\$ 21281.	Secretary	\$ 14595.
Teacher (Secondary)	\$ 21281.	Word Processor	\$ 14595.
Registered Nurse	\$ 21281.	Accounting Clerk	\$ 14595.

## Housing Costs

Single 3 Bedroom, 2,000 sq ft Home	\$ 89432.
- estimated Mortgage Payment	\$ 786./month
- estimated Monthly Utilities	\$ 249./month
- estimated Annual Property Tax	\$ 2243.
Estimated Comparable Rental	\$ 732./month

## Hospital & Health Care

Average Daily Semi-private Room Cost	\$ 281.
Average Total Hospital Cost Per Day	\$ 484.

## Administrative Structures

	Cost of Living	Wage & Salary
Non Exempt	.936 x n + 132.	.925 x n + 525.
Exempt Non Bonus	.978 x n + 897.	.943 x n + 164.
Exempt Bonus	.835 x n + 6005.	1.009 x n + 3103.

## Cost of Living Analyses v U.S. Average Level

	8,000	24,000	48,000	72,000
Housing/Utilities	76.5	76.5	76.5	76.5
Taxes S/C/T/R	122.5	111.5	128.5	187.5
Consumables	99.5	99.5	99.5	99.5
Transportation	89.5	89.5	89.5	89.5
Services/Other	95.5	95.5	95.5	95.5
Total vs. U.S.	95.5	94.5	96.5	92.5

## Estimated Workforce Demographics

Age 16-19	6.8 %	Age 20-44	64.3 %	Age 45 +	28.9 %
Caucasian	98.5 %	Black	.2 %	Hisp/Orh	1.3 %
Male	49.7 %	Female	50.3 %		
Unemployment	4.2 %				

## Recommended Secondary School/Districts

Neenah H.S.

Data Projected To: 9/15/89  
Report Printed On: 9/15/89



# TOWN & COUNTRY ELECTRIC, INC.

IN AN EFFORT TO MAINTAIN THE DRUG AND ALCOHOL FREE WORK ENVIRONMENT, ALL APPLICANTS FOR EMPLOYMENT WILL BE REQUIRED TO TAKE A DRUG SCREENING TEST AS PART OF THE PRE-EMPLOYMENT MEDICAL PROCESS.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## EMPLOYMENT QUESTIONNAIRE

1. WHY SHOULD WE HIRE YOU AND WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS POSITION?
2. WHAT ARE YOUR SHORT AND LONG RANGE GOALS?
3. WHAT WERE SOME OF THE PROBLEMS YOU HAVE HAD ON YOUR PAST JOBS AND WHAT WERE THE SOLUTIONS?
4. WHAT RESPONSIBILITIES DO YOU MOST ENJOY? LEAST ENJOY?
5. WHAT DO YOU SEE AS YOUR GREATEST ACCOMPLISHMENT IN PAST JOBS?



6. WHAT IS YOUR GREATEST WEAKNESS? GREATEST STRENGTH?

7. HOW DO YOU DEFINE SUCCESS?

8. WOULD YOU RATHER DO A JOB, DESIGN IT, EVALUATE IT, OR  
MANAGE OTHERS? WHY?

9. WHY DO YOU WANT TO WORK FOR OUR COMPANY? DO YOU KNOW  
ANYTHING ABOUT US?

AN OPPORTUNITY WILL BE AVAILABLE TO DISCUSS YOUR ANSWERS TO  
ALL OF THE ABOVE QUESTIONS AT A FUTURE INTERVIEW.

PLEASE RETURN THIS QUESTIONNAIRE IN THE ENVELOPE PROVIDED  
WITHIN 5 DAYS.

THANK YOU.

NO EXPERIEN  
SOME EXPER  
VERY EXPER

HOW MUCH EXPERIENCE DO YOU HAVE WITH THE FOLLOWING:

RESIDENTIAL WIRING  
COMMERCIAL WIRING  
INDUSTRIAL WIRING  
OTHER

RIGID & IMC CONDUIT BENDING, THREADING & INSTALLATION

1/2" THROUGH 1"  
1 1/4" THROUGH 2"  
2 1/2" THROUGH 4"  
EXPLOSION PROOF WORK  
PVC CONDUIT BENDING AND INSTALLATIONS

EET (ELECTRICAL METALLIC TUBING) BENDING AND INSTALLATION  
1/2" THROUGH 1 1/4"  
1 1/2" AND UP.

WIRE PULLING AND TERMINATING

#16 THROUGH #2  
#1 THROUGH 500MCM  
SPEAKER CABLE  
TELEPHONE CABLE  
COAX AND COMPUTER CABLE  
FIBER OPTIC

HIGH & MEDIUM VOLTAGE WIRE PULLING & TERMINATING

5KV  
15KV  
35KV  
OTHER

MOTOR AND MOTOR CONTROL WIRING

AC MOTOR WIRING  
AC DRIVE WIRING  
DC DRIVE WIRING  
RELAY LOGIC  
PROGRAMMABLE CONTROLLER HOOK-UP  
PROGRAMMABLE CONTROLLER PROGRAMMING  
OTHER



TRANSFORMER WIRING

CONTROL TRANSFORMERS  
POWER TRANSFORMERS  
OTHER

0 0 0  
0 0 0  
0 0 0

NATIONAL ELECTRICAL CODE EXPERIENCE  
OTHER

1 0 0  
1 0 0  
1 0 0

PROJECT FOREMAN OR MANAGEMENT EXPERIENCE  
INSTRUMENTATION EXPERIENCE

1 0 0  
1 0 0  
1 0 0

SYSTEMS EXPERIENCE

TV  
FIRE ALARM  
SECURITY  
SPEAKER AND INTERCOM  
OTHER

1 0 0  
1 0 0  
1 0 0  
1 0 0  
1 0 0

TROUBLE SHOOTING EXPERIENCE

1 0 0  
1 0 0  
1 0 0

ANY OTHER PERTINENT JOB EXPERIENCE THAT MAY BE USEFUL,  
AS A CONSTRUCTION ELECTRICIAN

TO THE BEST OF MY KNOWLEDGE, ALL OF THE ABOVE IS TRUE  
AND ACCURATE

SIGNATURE DATE

WE WOULD LIKE TO REQUEST YOUR INPUT ON THE ATTACHED "MINIMUM PRODUCTION STANDARDS" QUESTIONNAIRE. WE ASK THAT YOUR RESPONSES BE AS ACCURATE AND COMPLETE AS POSSIBLE IN ALL OF THE CATEGORIES. REMEMBER THAT EACH CATEGORY SHOULD BE EVALUATED ON THE BASIS OF THE MINIMUM AMOUNT OF WORK YOU COULD COMPLETE IN AN EIGHT HOUR DAY.

# KEY

- \* (1) LD = LOW DENSITY  
OPEN AREAS, WAREHOUSING, EASY ACCESS, LESS THAN 30' HIGH
- \* (2) MD = MEDIUM DENSITY  
OFFICE AREAS, LIGHT INDUSTRIAL
- \* (3) HD = HIGH DENSITY  
HEAVY INDUSTRIAL, CROWDED CONDITIONS, OVER 35' HIGH

## EXAMPLE:

### INSTALLED QUANTITY PER DAY

#### RIGID & IMC CONDUIT...

31 2 1/2" THROUGH 4"

(1) LD LOW DENSITY	(2) MD MEDIUM DENSITY	(3) HD HIGH DENSITY
700'	80'	90'

#### EMT BENDING...

61 2" THROUGH 4"

200'	145'	90'
------	------	-----

#### 1. WIRE TERMINATING...

18 3/4" THROUGH 2 3/4" HIGH (200 AMP) PANEL, DISCONNECT & BUSSES, WIRE TERMINATIONS

45'	40'	35'
-----	-----	-----

#### 1. WIRE PULLING...

18 3/4" THROUGH 2 3/4" HIGH

45'	300'	180'
-----	------	------

#### 1. OUTLET INSTALLATIONS...

21 3/4" THROUGH 2 3/4" HIGH

35'	35'	35'
-----	-----	-----

PLEASE TURN TO NEXT PAGE AND COMPLETE QUESTIONNAIRE



# INDIVIDUAL INSTALLATION STANDARDS QUESTIONNAIRE

280

## KEY

- \*(1) LD = LOW DENSITY  
OPEN AREAS, WAREHOUSING, EASY ACCESS, LESS THAN 30' HIGH
- \*(2) MD = MEDIUM DENSITY  
OFFICE AREAS, LIGHT INDUSTRIAL
- \*(3) HD = HIGH DENSITY  
HEAVY INDUSTRIAL, CROWDED CONDITIONS, OVER 35' HIGH

## INSTALLED QUANTITY PER DAY

RIGID & IMC CONDUIT BENDING, THREADING, ETC.

\*(1) LD \*(2) MD \*(3) HD  
LOW DENSITY MED. DENSITY HIGH DENSITY

1/2" THROUGH 1"			
1 1/4" THROUGH 2"			
2 1/2" THROUGH 4"			

EMT(ELECTRICAL METALLIC TUBING) BENDING/INSTALLATION

1/2" THROUGH 1"			
1 1/4" THROUGH 2"			
2" THROUGH 4"			

## WIRE TERMINATING

71 812 AND SMALLER - CABLES WITH TERMINAL STRIPS			
81 812 THROUGH 810 - SWITCHES, RECEPTACLES, FIXTURES			
81 810 AND SMALLER - MOTOR TERMINATIONS			
101 810 THROUGH 1-0 1400 AMP - PANEL DISCONNECT & BUSS DUCT TERMINATIONS			
111 2/0 THROUGH 250 MCM 1200 AMP PANEL DISCONNECT & BUSS DUCT TERMINATIONS			
121 300 MCM 1400 AMP PANEL DISCONNECT & BUSS DUCT TERMINATIONS			
131 SPEAKER, TELEPHONE AND COMPUTER - SMALL CABLES			

## WIRE PULLING WITH HELPER

141 816 THROUGH 810			
151 816 THROUGH 814			
161 816 THROUGH 811			
171 1/0 THROUGH 3/0			
181 4/0 THROUGH 500 MCM			
191 SPEAKER, TELEPHONE AND COMPUTER - SMALL CABLES			

## OUTLET INSTALLATIONS (CONVENTIONAL WIRING)

201 SWITCHES, RECEPTACLES			
211 SPECIAL RECEPTACLES			
221 2 X 4 TRIGGER FIXTURES			
231 10-000 MD FIXTURES			
241 INDUSTRIAL FLUORESCENT FIXTURES - CHAIN HUNG (SINGLE)			
251 SURFACE MOUNT (SINGLE)			
261 FLUORESCENT STAMP FIXTURES CHAIN HUNG			
271 SURFACE MOUNT (SINGLE)			
281 CHAIN HUNG (ROUND)			
291 SURFACE MOUNT (ROUND)			
301 WALL PACKS & WALL MOUNT FIXTURES			
311 47 CORDLESS SURFACE MOUNT RECESSED FIXTURES			
321 RECESSED FIXTURES			

Jour Wireman NO. 160 Jk 11-72

CAT. NO. 1-0166

8-24-67	Egan-McKay Elec	never reported	2-20-85	Riser-RF 6-7-85
10-5-67	Industrial Elec	10-12-67 (40)	6-10-85	Claude Anderson-RF 6-14-85
8-14-72	Collins Elec	in Lincoln R 2-2-73	6-17-85	Sterling-RF 9-19-85
5-17-73	Batley Elec	10-13-73	9-29-86	Industrial UO 11-20-86
7-6-73	Commonwealth Elec	10-12-73	11-21-86	Sterling RF 2-13-87
12-15-73	City Traffic	R 1-4-74	3-16-87	Hunt RF 4-22-88
2-22-74	Water Dept	1-9 9-13-76	5-2-88	Egan-McKay RF 7-1-88
6-29-77	Mini Elect	Control R.F. 1-8-77	7-6-88	Green RF-8-26-88
7-14-77	Sterling Elec	R 2-7-20-77	8-30-88	American Eagle
7-21-77	Braun Elec			Xcelled case
8-8-77	Ryan Elec	-R.F. 8-12-77	8-31-88	Arcade RF 9-30-88
8-26-77	Langford Elec	RF 2-22-78	10-4-88	Gombred RF 10-10-88
11-9-78	Commonwealth	RF 12-28-81	10-12-88	Collins St Paul RF 5-11-89
<del>12-29-81</del>	12/29/81	H.R. Miller RF 2-12-82	6-13-89	Gopher RF 6-19-89
2-24-82	Huffman	VA 3-15-82	6-22-89	Sterling RF 8-21-89
9-13-82	Hoffman	RF 11-18-82	8-31-89	Parsons VA 10-1-89
2-21-83	Hunt	RF 3-4-83	10-16-89	Medina 10-20-89 RF
4-22-83	SAY	RF 2-8-83	10-24-89	Muska

Dep/

Hansen, Malcolm H.

4-4-39

C-3

Case No.

18EA-11035 11044  
and 11080

Official Exhibit No.

P#4  
(Exhibit, Party)

Disposition:

Revised

IN THE MATTER OF:

Date:

12/14/89

Witness:

No. Pages:

John & Country  
Reporter:  
Shivali



In the Supreme Court of the United States

No. 94-947

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NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

TOWN & COUNTRY ELECTRIC, INC., and  
AMERISTAFF PERSONNEL CONTRACTORS, LTD.

ORDER ALLOWING CERTIORARI.

Filed January 23, 1995.

The petition herein for a writ of certiorari to the United  
States Court of Appeals for the Eighth Circuit is granted.

January 23, 1995